

<i>SERFF Tracking Number:</i>	<i>UNON-125434987</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Acadia Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>#10031505 \$50</i>
<i>Company Tracking Number:</i>	<i>08-BP-FM-03</i>		
<i>TOI:</i>	<i>05.0 Commercial Multi-Peril - Liability &amp; Non- Liability</i>	<i>Sub-TOI:</i>	<i>05.0002 Businessowners</i>
<i>Product Name:</i>	<i>2008 BOP Forms</i>		
<i>Project Name/Number:</i>	<i>05-08 AR BOP ISO Form Filing /</i>		

## Filing at a Glance

Companies: Acadia Insurance Company, Continental Western Insurance Company, Union Insurance Company		
Product Name: 2008 BOP Forms	SERFF Tr Num: UNON-125434987	State: Arkansas
TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability	SERFF Status: Closed	State Tr Num: #10031505 \$50
Sub-TOI: 05.0002 Businessowners	Co Tr Num: 08-BP-FM-03	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
	Authors: Frances Linker, Mark Jones, Tamara Manuel	Disposition Date: 02/13/2008
	Date Submitted: 01/29/2008	Disposition Status: Approved
Effective Date Requested (New): 05/01/2008		Effective Date (New): 05/01/2008
Effective Date Requested (Renewal): 05/01/2008		Effective Date (Renewal): 05/01/2008

State Filing Description:

## General Information

Project Name: 05-08 AR BOP ISO Form Filing	Status of Filing in Domicile:
Project Number:	Domicile Status Comments:
Reference Organization: ISO	Reference Number: BP-2004-OFR04,BP-2004-RRU04, BP-2004-RLC04
Reference Title: Businessowners	Advisory Org. Circular:
Filing Status Changed: 02/13/2008	
State Status Changed: 02/05/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	
For all business, the Companies propose to adopt forms in ISO reference document number BP-2004-OFR04 with an effective date of May 1, 2008	

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The Companies also propose to adopt the following company endorsement for all policies effective May 1, 2008 for new and renewal business.

#### CL PN 21 21 12 07 2006 Businessowners Multistate Forms Revision Advisory Notice

To Policyholders

CL BP 01 32 12 07 Fungi, Wet Rot, Dry Rot & Bacteria Exclusion (Property)

CL BP 00 05 12 07 Businessowners Enhancement Endorsements

CL BP 01 12 12 07 Silica or Silica-Related Dust Exclusion

CL BP 00 02 01 08 Motels Enhancements Endorsement

BP CD 01 12 07 Businessowners Policy Declarations

IL 12 01 11 85 Policy Changes

Form CL BP 01 32 12 07 Fungi, Wet Rot, Dry Rot and Bacteria Exclusion (Property) replaces form CL BP 01 08 10 02 Fungi or Bacteria Exclusion. Formatting of the form had to be altered significantly to track with the 2006 Revision of BP 00 03; therefore, a new number was assigned to the exclusion endorsement. There is no change in coverage intent. IL 12 01 is a new form and is identical to the one ISO has filed for other lines. The remaining three endorsements and the declarations page have been revised to conform to new/revised language, and there is no change in coverage or intent.

We are also enclosing a copy of our revised company manual (exception pages). We are proposing to adopt rule BP-2004-RRU04 and Loss Cost BP-2004-RLC04 with an effective date of May 1, 2008.

## Company and Contact

### Filing Contact Information

Test Contact,

122 W. Carpenter Freeway

Irving, TX 75039

() - [Phone]

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	<i>Liability</i>		
<i>Product Name:</i>	<i>2008 BOP Forms</i>		
<i>Project Name/Number:</i>	<i>05-08 AR BOP ISO Form Filing /</i>		

### **Filing Company Information**

Acadia Insurance Company P. O. Box 152180 Irving, TX 75015-2180 (972) 719-2400 ext. 2465[Phone]	CoCode: 31325 Group Code: 98 Group Name: W. R. Berkley FEIN Number: 01-0471706 -----	State of Domicile: Maine Company Type: P & C State ID Number:
Continental Western Insurance Company P. O. Box 152180 Irving, TX 75015-2180 (972) 719-2400 ext. 2465[Phone]	CoCode: 10804 Group Code: 98 Group Name: W. R. Berkley FEIN Number: 42-0594770 -----	State of Domicile: Iowa Company Type: P & C State ID Number:
Union Insurance Company 122 W. Carpenter Freeway Suite 350 Irving, TX 75039 (972) 719-2400 ext. 2465[Phone]	CoCode: 25844 Group Code: 98  Group Name: W. R. Berkle FEIN Number: 47-0547953 -----	State of Domicile: Iowa Company Type: P&C  State ID Number:

*SERFF Tracking Number:* UNON-125434987 *State:* Arkansas  
*First Filing Company:* Acadia Insurance Company, ... *State Tracking Number:* #10031505 \$50  
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*TOI:* 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners  
Liability  
*Product Name:* 2008 BOP Forms  
*Project Name/Number:* 05-08 AR BOP ISO Form Filing /

## Filing Fees

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? No  
Fee Explanation: \$50 per filing  
Per Company: No

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
0010031505	\$50.00	01/18/2008

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	<i>Liability</i>		
<i>Product Name:</i>	<i>2008 BOP Forms</i>		
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## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved	Llyweyia Rawlins	02/13/2008	02/13/2008

### Amendments

<b>Item</b>	<b>Schedule</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
CL BP 00 05 Form		Tamara Manuel	02/12/2008	02/12/2008

### Filing Notes

<b>Subject</b>	<b>Note Type</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Missing Endorsement	Note To Filer	Llyweyia Rawlins	02/12/2008	02/12/2008

SERFF Tracking Number:	UNON-125434987	State:	Arkansas
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	Liability		
Product Name:	2008 BOP Forms		
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## Disposition

Disposition Date: 02/13/2008  
Effective Date (New): 05/01/2008  
Effective Date (Renewal): 05/01/2008  
Status: Approved  
Comment:

Rate data does NOT apply to filing.

### Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

SERFF Tracking Number: UNON-125434987 State: Arkansas

First Filing Company: Acadia Insurance Company, ... State Tracking Number: #10031505 \$50

Company Tracking Number: 08-BP-FM-03

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners Liability

Product Name: 2008 BOP Forms

Project Name/Number: 05-08 AR BOP ISO Form Filing /

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Businessowners Policy Declarations	Approved	Yes
Form	2006 Businessowners Multistate Forms	Approved	Yes
	Revision Advisory Notice to Policyholders		
Form	Fungi, Wet Rot, Dry Rot & Bacteria	Approved	Yes
	Exclusion (Property)		
Form	Businessowners Enhancements	Approved	Yes
	Endorsements		
Form	Silica or Silica-Related Dust Exclusion	Approved	Yes
Form	Motels Enhancements Endorsement	Approved	Yes
Form	Policy Changes	Approved	Yes
Form	CL BP 00 05	Approved	Yes
Rate	Manual	Approved	Yes

SERFF Tracking Number: UNON-125434987 State: Arkansas

First Filing Company: Acadia Insurance Company, ... State Tracking Number: #10031505 \$50

Company Tracking Number: 08-BP-FM-03

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Product Name: 2008 BOP Forms

Project Name/Number: 05-08 AR BOP ISO Form Filing /

## Amendment Letter

Amendment Date:

Submitted Date: 02/12/2008

### Comments:

Ms. Rawlinks,

As you requested, attached is a copy of Form CL BP 00 05 without the strike-thrus. If you need any additional information, please let me know.

Sincerley,

Tamara Manuel

### Changed Items:

#### Form Schedule Item Changes:

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
CL BP 00 05	Businessowner Enhancement Endorsement	12 07	Endorsement/Conditions	Replaced	CL BP 00 05 07 02	Pending	0	CL BP 00 05 12 07.pdf



*SERFF Tracking Number:* UNON-125434987 *State:* Arkansas  
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*Company Tracking Number:* 08-BP-FM-03  
*TOI:* 05.0 Commercial Multi-Peril - Liability & Non- *Sub-TOI:* 05.0002 Businessowners  
Liability  
*Product Name:* 2008 BOP Forms  
*Project Name/Number:* 05-08 AR BOP ISO Form Filing /

**Note To Filer**

**Created By:**

Llyweyia Rawlins on 02/12/2008 10:10 AM

**Subject:**

Missing Endorsement

**Comments:**

In reviewing your forms, I've only received the marked up copy of CL BP 00 05 Businessowners Enhancement Endst.  
Can you attach an unmarked copy of this form so I can finish reviewing your filing?

Thanks

Llyweyia Rawlins

SERFF Tracking Number: UNON-125434987 State: Arkansas

First Filing Company: Acadia Insurance Company, ... State Tracking Number: #10031505 \$50

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TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners Liability

Product Name: 2008 BOP Forms

Project Name/Number: 05-08 AR BOP ISO Form Filing /

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Businessowners Policy Declarations	BP CD 01	12 07	Declaration New s/Schedule		0.00	BP CD 01 12 07 - John Doe.pdf
Approved	2006 Businessowners Multistate Forms Revision Advisory Notice to Policyholders	CL PN 21 21	12 07	Disclosure/ New Notice		0.00	CL PN 21 21 12 07.pdf
Approved	Fungi, Wet Rot, Dry Rot & Bacteria Exclusion (Property)	CL BP 01 32	12 07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 CL BP 01 08 10 02 Previous Filing #:		CL BP 01 32 12 07.pdf CL BP 01 32 12 07 strikethru.pdf
Approved	Businessowners Enhancements Endorsements	CL BP 00 05	12 07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 CL BP 00 05 07 02 Previous Filing #:		CL BP 00 05 12 07.pdf
Approved	Silica or Silica-Related Dust Exclusion	CL BP 01 12	12 07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 CL BP 01 12 07 02 Previous Filing #:		CL BP 01 12 12 07.pdf CL BP 01 12 12 07 strikethru.pdf
Approved	Motels Enhancements Endorsement	CL BP 00 02	01 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 CL BP 00 02 07 02 Previous Filing #:		CL BP 00 02 01 08.pdf CL BP 00 02 01 08 strikethru.pdf
Approved	Policy Changes	IL 12 01	11 85	Endorsement New nt/Amendment/Conditions		0.00	IL 12 01 11 85.pdf

SERFF Tracking Number: UNON-125434987 State: Arkansas

First Filing Company: Acadia Insurance Company, ... State Tracking Number: #10031505 \$50

Company Tracking Number: 08-BP-FM-03

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners Liability

Product Name: 2008 BOP Forms

Project Name/Number: 05-08 AR BOP ISO Form Filing /

Approved	CL BP 00 05	Businessso 12 07	Endorseme Replaced	Replaced Form #:0.00	CL BP 00 05
		wner	nt/Amendm	CL BP 00 05 07	12 07.pdf
		Enhancem	ent/Condi	02	
		ent	ons	Previous Filing #:	
		Endorsem		Pending	
		ent			



**BUSINESSOWNERS POLICY DECLARATIONS**

**Issued By:**

Continental Western Insurance Company

Policy Number: BOA 0016155 - 10

This policy is   X   Direct Bill   1   Pay  
Plan

           Agent Billed

Policy Period: From April 4, 2007 to April 4, 2008 at 12:01 a.m. Standard Time at your address  
shown below.

Renewal of Policy new

Named Insured and Address

mas test Cov 1, 2 & 3  
4 Hill Rd.  
Berwick, ME 03901

Agency Name and Address

(207) 772-4300

09999

Acadia Insurance Company  
Employee Accounts  
One Acadia Commons, P.O. Box 9010  
Westbrook, ME 04098-5010

**TOTAL PREMIUM \$ 1,240**

*IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE  
WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.*

Business Description: test

Form of Business: Individual

**FORMS APPLICABLE**

BP0148 (10-02), BP0003 (07-02), BP0185 (07-02), BP0193 (07-02), BP0417 (07-02),  
BP0446 (07-02), BP0471 (07-02), BP0483 (07-02), BP0514 (01-03), BP0534 (11-02),  
BP0538 (12-02), BP0542 (11-02), BP0564 (01-07), BP0571 (01-07), BP0576 (11-02),  
BP0577 (11-07), BP0601 (01-07), BP1212 (07-02), CLBP0003 (07-02), CLBP0005 (07-02),  
CLBP0106 (07-02), CLP0112 (07-02).

Countersigned \_\_\_\_\_ By \_\_\_\_\_  
(Authorized Signature)

---

**DESCRIBED PREMISES**

Prem.  
No. Location

1 4 Hill Rd  
Berwick, ME 03901

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**SECTION I - PROPERTY**

Property Coverage Limits of Insurance:

Prem.#-Bldg.#:	ACV Building Option	FBV Option	Automatic Increase Building Lmt	Building Limit	Business Personal Property Limit
1-1			8.00 %	\$ 100,000	\$ 50,000

Policy Deductible \$ 500

Optional Coverage/Glass Deductible \$ 500

Property Damage Liability Deductible \$ 1.000

ACV = Actual Cash Value

FBV = Functional Building Valuation

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**SECTION II - LIABILITY AND MEDICAL EXPENSES**

Except for Damage to Premises Rented to you, each paid claim for the following coverages reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability, Paragraph D. 4. in the Businessowners Coverage Form and any attached endorsements.

	Limits of Insurance
Liability and Medical Expenses	\$ 1,000,000 each occurrence
Medical Expenses	\$ 5,000 per person
Damage to Premises Rented to You Limit	\$ 50,000 any one premises
Other Than Products/Completed Operations Aggregate	\$ 2,000,000
Products/Completed Operations Aggregate	\$ 2,000,000

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COVERAGES PROVIDED
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		1	Businessowners Enhancement Endorsement (CLBP0005)		
		2	Employee Dishonesty	\$ 10,000	Limit
		3	Forgery or Alteration	\$ 5,000	Limit
		4	Exclusion - Volunteers as Insureds (BP0471)		
		5	Electronic Data	\$ 15,000	Limit (Total Limit)
Prem. No.	Bldg. No.				
1	1	1	Accounts Receivable	\$ 25,000	at Descried Premises
		2	Business Income Waiting Period	72 Hour	Waiting Period
		3	Business Income From Dependent Properties	\$ 5,000	Limit
		4	Business Income - Ordinary Payroll	60 #	of Days
		5	Business Income (Extended) - Extended Period of Indemnity	60 #	of days
		6	Mechanical Breakdown (CLBP0003)		
		7	Money and Securities	\$ 10,000	Inside the Premises
				\$ 5,000	Outside the Premises
		8	Outdoor Signs	\$ 5,000	Limit
		9	Valuable Papers	\$ 25,000	at Described Premises
		10	Ordinance or Law Coverage (BP0446)		
		11	Fire Department Service charge	\$ 5,000	Limit

# BUSINESSOWNERS LIABILIY SCHEDULE

Classifications shown below include auditable exposures and/or additional liability exposures not included in the basic BUSINESSOWNERS premium or on additional endorsements.

**Policy No.** BOA 0009358 - 10

**Named Insured:** Milligan, John

Classification	Code No.	Estimated Premium Basis	Rate	Advance Premium	Subj. to Audit?
CON Carpentry-Constr Residential Property	74171	(p) 500,000	36.4047	\$ 18,202	Y

KEY to premium basis:  
(c) = Cost  
(p) = Insured's Payroll  
(s) = Insured's Sales



## 2006 BUSINESSOWNERS MULTISTATE FORMS REVISION ADVISORY NOTICE TO POLICYHOLDERS

This is a summary of the major changes to your policy. No coverage is provided by this summary nor can it be construed to replace any provisions of your policy or endorsements. You should read your policy and review your Declaration Page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

The areas within the policy that broaden, reduce or clarify coverage are highlighted below. This notice does not reference every editorial change made in your policy.

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### BUSINESSOWNERS COVERAGE FORM BP 00 03

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#### SECTION I – PROPERTY

##### BROADENINGS OF COVERAGE

###### FIRE DEPARTMENT SERVICE CHARGE ADDITIONAL COVERAGE

We have revised the Fire Department Service Charge Additional Coverage to increase the limit of insurance from \$1,000 to \$2,500. Additionally, a new option for higher limits, to be designated in the Declarations, is also available.

###### COLLAPSE ADDITIONAL COVERAGE

The Collapse Additional Coverage has been revised to specify that we will pay for direct physical loss or damage to Covered Property, caused by collapse of a building or any part of a building that is insured under this policy or that contains Covered Property insured under this policy.

###### BUSINESS INCOME AND EXTRA EXPENSE ADDITIONAL COVERAGES

The Business Income And Extra Expense Additional Coverages have been revised to convey that, in order for the condition of suspension to be met and Business Income or Extra Expense Coverages to apply, either a partial slowdown or complete cessation of business activities must occur **OR** a part or all of the described premises must be rendered untenable. Previously, both conditions were required to be met in order to trigger the coverage.

###### FORGERY OR ALTERATION ADDITIONAL COVERAGE

The Forgery Or Alteration Additional Coverage has been revised to address substitute checks as defined by the federal Check Clearing for the 21st Century (Check 21) Act. This policy now covers loss resulting directly from forgery or alteration of any substitute check.

###### ELECTRONIC DATA ADDITIONAL COVERAGE

Coverage is provided for the cost of replacing or restoring electronic data which has been destroyed or corrupted by a Covered Cause of Loss. The Covered Causes of Loss in this situation are certain named perils, including computer virus, subject to described limitations. The Electronic Data Coverage is subject to a \$10,000 annual aggregate limit of insurance (with the option to increase the limit via Declarations entry), which applies regardless of the number of occurrences, premises, locations or computer systems involved.

As revised, the coverage form explicitly provides coverage under certain circumstances for corruption of electronic data, a type of loss which was not explicitly addressed in the coverage form in the past. The revised coverage form also makes it explicit that a computer virus is a Covered Cause of Loss in many circumstances. To the extent that such losses would not have been covered in the past, this Additional Coverage represents a broadening of coverage.

#### **INTERRUPTION OF COMPUTER OPERATIONS ADDITIONAL COVERAGE**

Coverage is provided for Business Income and/or Extra Expense arising from a business interruption caused by destruction or corruption of electronic data by a Covered Cause of Loss. The Covered Causes of Loss in this situation are certain named perils, including computer virus, subject to described limitations. The Interruption Of Computer Operations Coverage is subject to a \$10,000 annual aggregate limit of insurance (with the option to increase the limit via Declarations entry), which applies regardless of the number of occurrences, premises, locations or computer systems involved

As revised, the coverage form explicitly provides coverage under certain circumstances for corruption of electronic data, a type of loss which was not explicitly addressed in the coverage form in the past. The revised coverage form also makes it explicit that a computer virus is a Covered Cause of Loss in many circumstances. To the extent that such losses would not have been covered in the past, this Additional Coverage represents a broadening of coverage.

#### **PERSONAL PROPERTY OFF PREMISES COVERAGE EXTENSION**

The Personal Property Off Premises Coverage Extension has been revised to apply to all Covered Property. Previously this coverage extension applied only to covered Business Personal Property. The limit included in the policy has also been increased from \$5,000 to \$10,000.

#### **EMPLOYEE DISHONESTY OPTIONAL COVERAGE**

A definition of employee has been added within the context of Employee Dishonesty Coverage. Since the definition goes beyond what a dictionary definition might provide, such as its applicability to former employees, leased workers and consultants, it represents a broadening of coverage.

### **REDUCTIONS IN COVERAGE**

#### **BUSINESS INCOME FROM DEPENDENT PROPERTIES ADDITIONAL COVERAGE**

The Business Income From Dependent Properties Additional Coverage has been revised to state that coverage does not apply when the only damage at the premises of the dependent property is damage to electronic data. If the dependent property suffers damage to electronic data and other property, resulting in a suspension of operations at your premises, coverage under the Additional Coverage will not continue after the other property is repaired or replaced.

#### **CONTINUOUS OR REPEATED SEEPAGE OR LEAKAGE OF WATER EXCLUSION**

A new Continuous Or Repeated Seepage Or Leakage Of Water Exclusion has been added, to state that we will not pay for loss or damage caused by continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.

#### **ELECTRONIC MEDIA AND RECORDS LIMITATION PROPERTY LOSS CONDITION**

Formerly, Business Income Coverage applicable to Electronic Media And Records losses was addressed by means of a Limitation under the Property Loss Conditions. Under this Limitation, business income loss due to damage to Electronic Media And Records was covered for the longer of 60 days or the time needed to restore other property.

We have eliminated the provisions outlined above, as a newly added Additional Coverage for Electronic Data sets forth a \$10,000 per policy aggregate amount of insurance, rather than a time limitation of 60 days.

The facts of each coverage situation will dictate whether this is a broadening or reduction in coverage.

#### **CLARIFICATIONS OR NO IMPACT IN COVERAGE**

### **ELECTRONIC DATA – PROPERTY NOT COVERED**

In the revised coverage form, electronic data (which is defined) is characterized as Property Not Covered, except as provided under Additional Coverage – Electronic Data.

### **POLLUTANT CLEAN UP AND REMOVAL ADDITIONAL COVERAGE**

The Pollutant Clean Up And Removal Additional Coverage has been revised to state that coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of pollutants. But we will pay for testing which is performed in the course of extracting the pollutants from the land or water. Additionally, this additional coverage has been revised to state that the expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

### **DEFINITION OF COUNTERFEIT MONEY**

We have revised the definition of counterfeit to more adequately address counterfeit money. In conjunction with this change, we have revised the Money Orders And Counterfeit Money Additional Coverage to replace references to counterfeit paper currency with counterfeit money.

### **LIMITED FUNGI OR BACTERIA COVERAGE**

We have incorporated a number of provisions of Limited Fungi Or Bacteria Coverage Endorsement **BP 05 76** into Businessowners Coverage Form **BP 00 03**.

### **NEWLY ACQUIRED OR CONSTRUCTED PROPERTY COVERAGE EXTENSION**

We have revised the Newly Acquired Or Constructed Property Coverage Extension to specify that the limit provided under this coverage extension is applicable to Business Personal Property at each building.

### **VALUABLE PAPERS AND RECORDS COVERAGE EXTENSION**

The Valuable Papers And Records Coverage Extension has been revised to include the loss payment provisions applicable to Valuable Papers And Records (previously located under the Loss Payment Property Loss Condition). This newly added provision contains language applicable only to valuable papers and records and contains no reference to electronic media and records.

### **POWER FAILURE EXCLUSION**

A statement has been added to the Power Failure Exclusion, explaining that failure of power or other utility service includes lack of sufficient capacity and a reduction in the supply of the service.

### **DEFINITION OF ELECTRONIC DATA**

"Electronic Data" has been added as a defined term, replacing the definition of "Electronic Media And Records". "Electronic Data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROM, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The new definition also elaborates on the term computer programs.

## **SECTION II – LIABILITY**

## **BROADENINGS IN COVERAGE**

### **POLLUTION EXCLUSION**

The exception to the Pollution Exclusion which provides coverage for bodily injury arising out of smoke, fumes, vapors or soot from building heating equipment has been expanded to also apply to water heaters and cooling and dehumidifying equipment.

## **REDUCTIONS IN COVERAGE**

### **REVISED AUTO AND MOBILE EQUIPMENT COVERAGE**

The definitions of "mobile equipment" and "auto" have been revised. Any land vehicle that had been classified as a piece of mobile equipment under your previous policy, will now be considered an auto if that vehicle is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. With this change, coverage is no longer provided for these types of land vehicles since they are now defined to be autos rather than mobile equipment and subject to the Aircraft, Auto And Watercraft Exclusion in your policy. However, the operation of machinery or equipment that is attached to, or part of, such a vehicle will still be covered by your policy.

If you wish to obtain coverage for land vehicles subject to compulsory or financial responsibility laws, or other motor vehicle insurance laws, you should consider a Commercial Automobile policy.

### **DAMAGE TO PROPERTY EXCLUSION**

We have revised the Damage To Property Exclusion by excluding property damage resulting from explosion.

### **DISTRIBUTION OF MATERIAL IN VIOLATION OF STATUTES EXCLUSION**

We have introduced an exclusion to apply to bodily injury, property damage and personal and advertising injury arising directly or indirectly out of any action or omission that violates or is alleged to violate The Telephone Consumer Protection Act, The CAN-SPAM Act or any other statute, ordinance or regulation that prohibits or limits the sending, transmitting, communication or distribution of material or information.

### **ATHLETIC ACTIVITIES EXCLUSION**

The Athletic Activities Exclusion has been revised to more clearly express what types of athletic activities are excluded with respect to Medical Expenses Coverage. Medical expenses are not intended to be provided to a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests. This may be considered a reduction in coverage.

### **LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE – AGGREGATE LIMITS**

The Aggregate Limits provision has been revised to state that the limit for Damage To Premises Rented To You is subject to the applicable Aggregate Limit.

## **CLARIFICATIONS OR NO IMPACT IN COVERAGE**

### **WAR LIABILITY EXCLUSION**

We have added a War Liability Exclusion to this policy. The exclusion had previously been added via mandatory War Liability Exclusion Endorsement.

## **ELECTRONIC DATA EXCLUSION**

To reinforce that the Liability Section of this policy does not provide coverage for loss of electronic data, we have introduced an Electronic Data Exclusion.

## **LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**

We have revised Paragraph **D.3.** of Section **II – Liability** to specify that the limit that applies to temporary locations in the event that more than one Damage To Premises Rented To You Limit is on the policy is the highest Damage To Premises Rented To You Limit shown in the Declarations.

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## **ENDORSEMENTS**

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### **BROADENINGS IN COVERAGE**

#### **BP 04 04 01 06 – Hired Auto And Non-Owned Auto Liability**

This endorsement has been revised to include your employees as insureds while using a non-owned auto in your business. The definitions of "hired auto" and "non-owned auto" have also been revised to specify that "an auto you rent" and the revised "non-owned auto" definition now covers members of a partnership for their vicarious liability resulting from another partner's use of his or her own auto.

#### **BP 04 84 01 06 – Functional Building Valuation**

This endorsement has been revised to include options for extended Business Income And Extra Expense Coverage resulting from the enforcement of an ordinance or law and to reduce the 72-hour waiting period applicable to Business Income previously contained in the definition of "period of restoration".

### **POLLUTION EXCLUSION ENDORSEMENTS**

- **BP 04 90 01 06 – Pollution Exclusion – Limited Exception For A Short-Term Pollution Event**
- **BP 04 93 01 06 – Total Pollution Exclusion With A Building Heating Equipment Exception And A Hostile Fire Exception**

The exception to the Pollution Exclusion which provides coverage for bodily injury arising out of smoke, fumes, vapors or soot from building heating equipment has been expanded to also include water heaters and cooling and dehumidifying equipment.

#### **BP 05 47 01 06 – Computer Fraud And Funds Transfer Fraud**

This new optional endorsement provides coverage for loss of and damage to money, securities and other property resulting directly from the use of any computer to fraudulently cause a transfer of that property from inside your premises or banking premises to a person (other than a messenger) outside those premises or to a place outside those premises. This endorsement also provides coverage for loss of money and securities resulting from a fraudulent instruction directing a financial institution to transfer, pay or deliver money and securities from your transfer account. This is a new coverage option and, when attached, results in a broadening of coverage.

### **PROFESSIONAL LIABILITY ENDORSEMENTS**

- **BP 08 01 01 06 – Barbers And Beauticians Professional Liability**
- **BP 08 02 01 06 – Funeral Directors Professional Liability**
- **BP 08 03 01 06 – Optical And Hearing Aid Establishments**
- **BP 08 04 01 06 – Printers Errors And Omissions Liability**
- **BP 08 05 01 06 – Veterinarians Professional Liability**

These endorsements have been revised to amplify that the Damage To Property and Damage To Your Work exclusions do not apply with respect to the coverage provided by these endorsements.

## REDUCTIONS IN COVERAGE

### **BP 04 56 01 06 – Utility Services – Direct Damage**

Loss or damage to electronic data, caused by an interruption in utility service, is not covered.

### **BP 04 57 01 06 – Utility Services – Time Element**

Coverage under this endorsement does not apply to business income loss or extra expense related to an interruption in utility service which causes loss or damage to electronic data.

### **BP 04 89 01 06 – Liquor Liability Coverage**

An exclusion in this endorsement has been revised to preclude injuries when your liquor license is not in effect. Prior to this revision, this exclusion precluded coverage when your liquor license was suspended, expired, cancelled or revoked.

### **BP 05 98 01 06 – Amendment Of Insured Contract Definition**

When this endorsement is attached to your policy, you will no longer be provided coverage for tort liability that you assume under an insured contract unless you or someone acting on your behalf contributed in whole or in part to the bodily injury or property damage. This may be a reduction in coverage in states where you are permitted to hold harmless a party for that party's sole negligence.

### **BP 07 07 01 06 – Business Liability Coverage – Amendment Of Liability And Medical Expenses Limits Of Insurance**

This endorsement has been revised to state that the limit of insurance for Damage To Premises Rented To You is subject to the applicable Aggregate Limit.

## PROFESSIONAL LIABILITY ENDORSEMENTS

- **BP 08 01 01 06 – Barbers And Beauticians Professional Liability**
- **BP 08 02 01 06 – Funeral Directors Professional Liability**
- **BP 08 05 01 06 – Veterinarians Professional Liability**

These endorsements have been revised to indicate that the exclusions that currently apply to bodily injury, property damage or personal and advertising injury also apply to the undefined term **other injury**.

## ADDITIONAL INSURED ENDORSEMENTS

- **BP 04 13 01 06 – Additional Insured – Engineers, Architects, Or Surveyors**
- **BP 04 16 01 06 – Additional Insured – Lessor Of Leased Equipment**
- **BP 04 47 01 06 – Additional Insured – Vendors**
- **BP 04 48 01 06 – Additional Insured – Designated Person Or Organization**
- **BP 04 49 01 06 – Additional Insured – Engineers, Architects, Or Surveyors Not Engaged By The Named Insured**
- **BP 04 50 01 06 – Additional Insured – Owners Lessees Or Contractors**
- **BP 04 51 01 06 – Additional Insured – Owners Lessees Or Contractors – With Additional Insured Requirement In Construction Contract**

When any of the above referenced endorsements are attached to your policy, there is coverage for a person or organization that you name as an additional insured on your policy **ONLY** if the bodily injury, property damage or personal and advertising injury is caused in whole or in part by your acts or omissions or the acts or omissions of those working on your behalf.

There is **NO** coverage for the additional insured for bodily injury, property damage or personal and advertising injury caused entirely by any negligence that is not attributable to you or those acting on your behalf.

This may be a reduction in coverage in states where you are contractually permitted to hold harmless an additional insured for that additional insured's sole negligence or in states where courts have enabled coverage for the sole negligence of the additional insured.

#### **BP 10 09 01 06 – Named Perils**

This endorsement has been revised to introduce a continuous or repeated seepage or leakage of water exclusion for consistency with the equivalent change made to Businessowners Coverage Form **BP 00 03**.

### **CLARIFICATIONS OR NO IMPACT IN COVERAGE**

#### **BP 03 12 01 06 – Windstorm Or Hail Building Percentage Deductibles**

This endorsement has been revised to delete reference to building number in the Schedule. While percentage deductibles can vary by premises, the same percentage deductible will apply to all buildings/personal property at that premises.

#### **BP 04 15 01 06 – Spoilage Coverage**

This endorsement has been revised to state that the insurance it provides is restored upon the reinstatement of the applicable refrigeration maintenance or service agreement **OR** procurement of a replacement refrigeration maintenance or service agreement.

#### **BP 04 46 01 06 – Ordinance Or Law Coverage**

This endorsement has been revised to amend the period of restoration definition to reflect the underlying Extra Expense Coverage provided in Businessowners Coverage Form **BP 00 03**.

#### **BP 04 55 01 06 – Broadened Coverage For Damage To Premises Rented To You**

This form has been revised to reflect that coverage for property damage to rented premises **is** subject to an aggregate limit. We have also changed the title from Business Liability Coverage – Tenants Liability to Broadened Coverage For Damage To Premises Rented To You.

#### **CL BP 10 32 12 07 – Fungi, Wet Rot, Dry Rot Or Bacteria Exclusion (Property)**

This endorsement replaces endorsement CL BP 01 08 – Fungi Or Bacteria Exclusion. This form has been revised to delete Limited Coverage for fungi, wet rot, dry rot or bacteria that has been incorporated into BP 00 03.

This endorsement excludes loss or damage caused directly or indirectly by fungi, wet rot, dry rot or bacteria, with an exception for loss caused by fire or lightning.

#### **BP 01 12 12 07 – Exclusion – Silica Or Silica-Related Dust Exclusion**

This endorsement has been revised to include a definition for Silica-Related Dust.

This endorsement excludes liability for bodily injury, property damage and personal and advertising injury arising out of silica and silica-related dust.

#### **BP 05 76 01 06 – Changes – Limited Fungi Or Bacteria Coverage**

Since the Limited Fungi Or Bacteria Coverage has been incorporated into Businessowners Coverage Form **BP 00 03**, this endorsement has been revised to continue to provide increases in the basic dollar limit, modification of the application of the dollar limit and increase in the number of days for time element coverage. We have also placed the word **Changes** at the beginning of the title to indicate that this endorsement is now used to modify the limited fungi or bacteria coverage contained in the coverage form.

**BP 05 77 01 06 – Fungi Or Bacteria Exclusion (Liability)**

This endorsement has been revised to replace the term "consumption" with "bodily consumption". This was done to reinforce that the term does not extend to goods or products not intended for bodily consumption.

**BP 07 01 01 06 – Contractors' Installation, Tools And Equipment Coverage**

This endorsement has been revised to reintroduce a \$3,000 limit of insurance for Contractors' Installation Coverage and a \$3,000 limit of insurance for Contractors' Tools And Equipment Coverage. Previously these coverages were only applicable if activated by an entry in the Schedule of the endorsement.

**BP 07 07 01 06 – Business Liability Coverage – Amendment Of Liability And Medical Expenses Limits Of Insurance**

This endorsement has been revised to clarify that only one limit applies to all bodily injury and property damage.

**EDITORIAL ONLY**

**CL BP 00 02 12 07** Hospitality Enhancement Endorsement

**CL BP 00 05 12 07** Businessowners Enhancement Endorsement



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **FUNGI OR BACTERIA EXCLUSION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following provisions apply to **SECTION I – PROPERTY**:

### **A. Fungi Or Bacteria Exclusions**

1. Paragraph **A.5.I.(5)** of the Increased Cost Of Construction Additional Coverage is replaced by the following:
- 5) Under this Additional Coverage, we will not pay for:
  - (a) The enforcement of any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by “pollutants” or due to the presence, growth, proliferation, spread or any activity of “fungi”, wet or dry rot or bacteria; or
  - (b) Any costs associated with the enforcement of an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of “pollutants”, “fungi”, wet or dry rot or bacteria.

2. The following exclusion is added to Paragraph **B.1. Exclusions**:

**(i) “Fungi”, Wet Rot, Dry Rot And Bacteria**

Presence, growth, proliferations, spread or any activity of “fungi”, wet or dry rot or bacteria.

This exclusion does not apply when “fungi”, wet or dry rot or bacteria result from fire or lightning.

3. Paragraph **B.2.I.(2)** of the **Exclusions** is replaced by the following:

**(2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself.**

### **B. Fungi Definition**

1. The following definition is added to Paragraph **H. Property Definitions**:

“Fungi” means any type of form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## FUNGI, WET ROT, DRY ROT AND BACTERIA EXCLUSION (PROPERTY)

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This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. The following changes apply to **SECTION I – PROPERTY**:

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1. Additional Coverages paragraph 5.r  
Limited Coverage for "Fungi", Wet Rot, Dry Rot and Bacteria is deleted in its entirety.

Such loss, cost, or damage is excluded:

(1) regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage; or

2. Exclusion paragraph B.1.i is deleted and replaced by the following:

(2) whether the loss or damage occurs suddenly or gradually; is isolated or widespread, arises from natural or external forces, or occurs as a result of any combination of these.

### "Fungi", Wet Rot, Dry Rot And Bacteria

This insurance does not apply to:

- a. Loss or damage caused directly or indirectly, in whole or in part, by the presence, existence, growth, proliferation, spread, or any activity of "fungi", wet rot, dry rot or bacteria; or

This exclusion does not apply when "fungi", wet or dry rot or bacteria result directly from covered fire or lightning causes of loss.

- b. Any costs or expenses associated with any request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effect of "fungi", wet rot or bacteria.

**A. Fungi Or Bacteria Exclusions**

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A.5.I.(5) of the Increased Cost Of Construction Additional Coverage is replaced by the following:

**5)** Under this Additional Coverage, we will not pay for:

**(a)** The enforcement of any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot or bacteria; or

**(b)** Any costs associated with the enforcement of an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants", "fungi", wet or dry rot or bacteria.

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**3.** Paragraph **B.2.I.(2)** of the **Exclusions** is replaced by the following:

(2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself.

**B. Fungi Definition**

1. The following definition is added to Paragraph **H. Property Definitions**:

“Fungi” means any type of form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

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Presence, growth, proliferations, spread or any activity of “fungi”, wet or dry rot or bacteria

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BUSINESSOWNERS ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESSOWNERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Businessowners Coverage Form apply, unless modified by this endorsement.

#### A. SECTION 1 – PROPERTY A. Coverage is changed as follows:

1. Paragraph **A.5.c. Fire Department Service Charge** is replaced by the following:

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$5,000, unless a different limit is shown in the Declarations, for your liability for fire department service charges:

- 1) Assumed by contract or agreement prior to loss; or  
2) Required by local ordinance.

2. Under **A.5.f.(2) Extended Business Income**, paragraph (a)(ii), subsection ii. is replaced by the following:

60 consecutive days after the date determined in Paragraph (a)(i) above, unless a greater number of consecutive days is shown in the Declarations.

3. Under **A.5.j. Money Orders And "Counterfeit Money"**, the limit of \$1,000 is increased to **\$5,000**.

4. Under **A.5.k Forgery or Alteration**, paragraph (4) is replaced by the following:

The most we will pay for any loss, including legal expenses, under this Additional Coverage is **\$5,000**, unless a higher Limit of Insurance is shown on the Declarations.

5. Under **A.5.o. Fire Extinguisher Systems Recharge Expense**, paragraph (3) is replaced by the following:

The most we will pay under this Additional Coverage is **\$10,000** in any one occurrence.

6. The following is added under section A.5.

#### S. Lock Replacement

We will pay the necessary expenses you incur to replace locks at the described premises you occupy, resulting from theft or copying of keys or any other legitimate security concern. The most we will pay under this Additional Coverage during each policy period is **\$2,500**.

This insurance does not apply to loss caused by:

- a. Vandalism; or  
b. Wear and Tear.

Lock replacement coverage is not subject to a deductible.

7. The following is added under section A. 5.

#### t. Reward

We will pay on your behalf up to **\$5,000**, as a reward, to any individual or group (except you, your officers, your partners or your "members" or "managers"), for information which results in the arrest and conviction of any individual or group for commission of any illegal act(s) resulting in a Covered Cause of Loss to Covered Property. Regardless of the number of persons involved in providing information, our liability under this Additional Coverage will not be increased.

Reward coverage is not subject to a deductible.

8. Paragraph **6.b. Personal Property Off-Premises** replaced with the following:

#### Personal Property Off-Premises

You may extend the insurance that applies to Business Personal Property to apply to covered Business Personal Property, other than "money and securities", "valuable papers and records" or accounts receivable, while:

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- (1) It is in the course of transit; or
- (2) At a premises you do not own, lease or operate; or
- (3) At trade shows, conventions or fairs where you rent, lease or operate temporary indoor booths, displays or exhibits.

The most we will pay for loss or damage under this Extension is **\$15,000**.

9. Under paragraph **6.c. Outdoor Property**, the reference to limits is amended to read:

The most we will pay for loss or damage under this Extension is **\$5,000**, but not more than \$500 for any one tree, shrub or plant.

10. Paragraph **6.d. Personal Effects** is replaced by the following:

#### **Personal Effects**

You may extend the insurance that applies to Business Personal Property to apply to personal effects owned by you, your officers, your partners or "members", your "managers" or your employees.

The most we will pay for loss or damage each described premises in one occurrence under this Extension is:

- (1) **500** each employee, **\$2,500** total for employees' tools and equipment used in your business;
- (2) **\$5,000** for all other personal effects.

The most we will pay for all loss or damage under this Extension during the policy term is **\$10,000**.

11. Under **6.e. Valuable Papers And Records**, paragraph **e. (3)** of is replaced with the following:

The most we will pay under this Coverage Extension for loss or damage to "valuable papers and records" in any one occurrence at the described premises is **\$25,000**, unless a higher Limit of Insurance for "valuable papers and records" is shown in the Declaration.

For "valuable papers and records" not at the described premises, the most we will pay is **\$5,000**.

12. Under **6.f. Accounts Receivable**, paragraph **f. (2)** of **Accounts Receivable** is replaced with the following:

The most we will pay under this Coverage Extension for loss or damage in any one occurrence at the described premises is **\$25,000**, unless a higher Limit of Insurance for Accounts Receivable is shown in the Declaration.

For accounts receivable not at the described premises, the most we will pay is **\$5,000**.

#### **B. SECTION I – PROPERTY – C. Limits Of Insurance is changed as follows:**

1. Paragraph **3.** is replaced with the following:

The limits applicable to the Coverage Extensions and the Fire Department Service Charge; Pollutant Clean Up and Removal, Lock Replacement and Reward Additional Coverages are in addition to the Limits of Insurance of **Section I – Property**.

#### **C. SECTION I PROPERTY – D. Deductibles is changed as follows:**

1. Under paragraph **3.** add the following:

f. Lock Replacement

g. Reward

#### **D. SECTION I PROPERTY – G. Optional Coverage is changed as follows:**

1. The first paragraph is deleted and replaced with the following:

The following **Optional Coverages** apply subject to the limits shown in this endorsement. If higher limits are provided, they will be shown in the Declarations under the designated coverage. These coverages are subject to the terms and conditions applicable to property coverage in this policy, except as provided below.

2. Under **1. Outdoor Signs**, paragraph **d.** is deleted and replaced by the following:

The most we will pay for loss or damage in any one occurrence is **\$5,000** for Outdoor Signs, unless a higher Limit of Insurance is shown on the Declarations for Outdoor Signs.

3. Under **2. Money And Securities**, paragraph **c.** is deleted and replaced by the following:

The most we will pay for loss or damage in any one occurrence is:

- (1) **\$10,000** for Inside the Premises for "money" and "securities" while:
- (a) In or on the described premises; or
- (b) Within a bank or savings institution; and

- (2) **\$5,000** for Outside the Premises for "money" and "securities" while anywhere else;

unless a higher Limit of Insurance is shown on the Declarations for Money And Securities.

4. Under **3. Employee Dishonesty**, paragraph **c.** is replaced by the following:

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The most we will pay for loss or damage in any one occurrence is **\$10,000** for Employee Dishonesty, unless a higher Limit of Insurance is shown on the Declarations for Employee Dishonesty.

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## **I. SECTION I – PROPERTY**

### **A. Coverage changes:**

Additional Coverages –

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

### BUSINESSOWNERS COVERAGE FORM

**A. The following provisions are added to  
SECTION II. – LIABILITY:**

The following exclusion is added to  
Paragraph **B.1. Exclusions – Applicable  
To Business Liability Coverage:**

**Silica Exclusion**

This insurance does not apply to:

1. "Bodily injury", "property damage", or "personal and advertising injury" arising, in whole or in part, out of the actual, alleged, or threatened presence of or exposure to "silica" or "silica-related dust" in any form, or to harmful substances emanating from "silica" or "silica-related dust." This includes, but is not limited to, the use of, consumption of, ingestion of, inhalation of, absorption of, contact with, existence of, presence of, proliferation of, discharge of, dispersal of, seepage of, migration of, release of, escape of, or exposure to "silica" or "silica-related dust."

Such injury from or exposure to "silica" also includes, but is not limited to:

- a. The existence, storage, handling or transportation of "silica" or "silica-related dust";
- b. The removal, abatement or containment of "silica" or "silica-related dust" from any structures, materials, goods, products, or manufacturing process;
- c. The disposal of "silica";
- d. Any structures, manufacturing processes, or products containing "silica" or "silica-related dust";
- e. Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage;

f Any product manufactured, sold, handled or distributed by or on behalf of the insured which contains "silica" or "silica-related dust"; or

g. Any supervision, instructions, recommendations, warranties (express or implied), warnings or advice given or which should have been given.

2. Any loss, cost or expense including, but not limited to, payment for investigation or defense, fines, penalties, interest and other costs or expenses, arising out of any:

a. Claim, "suit", demand, judgment, obligation, order, request, settlement, or statutory or regulatory requirement that any insured or any other person or entity test for, monitor, clean up, remove, contain, mitigate, treat, neutralize, remediate, or dispose of, or in any way respond to, or assess the actual or alleged effects of "silica" or "silica-related dust"; or

b. Claim, "suit", demand, judgment, obligation, request, or settlement due to any actual, alleged, or threatened injury or suspected injury or damage from "silica" or "silica-related dust" or testing for, monitoring, cleaning up, removing, containing, mitigating, treating, neutralizing, remediating, or disposing of, or in any way responding to or assessing the actual or alleged effects of, "silica" or "silica-related dust" by any insured or by any other person or entity; or

- c. Claim, "suit", demand, judgment, obligation, or request to investigate which would not have occurred, in whole or in part, but for the actual or alleged presence of or exposure to "silica" or "silica-related dust."

This exclusion applies regardless of who produced, installed, used, owned, sold, distributed, handled, stored or controlled the "silica" or "silica-related dust."

- B. The following definition is added to the **Section F. – Liability and Medical Expenses Definitions:**

1. "Silica" means the mineral, silicon dioxide, and any type or form of it including, but not limited to, silica compounds, silica-containing products, goods, fibers or materials, silica dust, fine particulate dust of siliceous or silicic minerals, and any gases, vapors, scents or by-products produced or released by silica, silica dust or silica-containing products, goods, fibers or materials. Siliceous or silicic minerals include, but are not limited to, sand, quartz, granite and flint.
2. "Silica-Related Dust" means a mixture or combination of silica and other dust or particles.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **SILICA OR SILICA-RELATED DUST EXCLUSION**

This endorsement modifies insurance provided under the following:

### BUSINESSOWNERS COVERAGE FORM

**A. The following provisions are added to  
SECTION II. – LIABILITY:**

The following exclusion is added to Paragraph B.1. Exclusions – Applicable To Business Liability Coverage:

#### **Silica Exclusion**

This insurance does not apply to:

1. "Bodily injury", "property damage", or "personal and advertising injury" arising, in whole or in part, out of the actual, alleged, or threatened presence of or exposure to "silica" or "silica-related dust" in any form, or to harmful substances emanating from "silica" or "silica-related dust." This includes, but is not limited to, the use of, consumption of, ingestion of, inhalation of, absorption of, contact with, existence of, presence of, proliferation of, discharge of, dispersal of, seepage of, migration of, release of, escape of, or exposure to "silica" or "silica-related dust."

Such injury from or exposure to "silica" also includes, but is not limited to:

- a. The existence, storage, handling or transportation of "silica" or "silica-related dust";
- b. The removal, abatement or containment of "silica" or "silica-related dust" from any structures, materials, goods, products, or manufacturing process;
- c. The disposal of "silica";
- d. Any structures, manufacturing processes, or products containing "silica" or "silica-related dust";
- e. Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage;

f. Any product manufactured, sold, handled or distributed by or on behalf of the insured which contains "silica" or "silica-related dust"; or

- g. Any supervision, instructions, recommendations, warranties (express or implied), warnings or advice given or which should have been given.

2. Any loss, cost or expense including, but not limited to, payment for investigation or defense, fines, penalties, interest and other costs or expenses, arising out of any:

- a. Claim, "suit", demand, judgment, obligation, order, request, settlement, or statutory or regulatory requirement that any insured or any other person or entity test for, monitor, clean up, remove, contain, mitigate, treat, neutralize, remediate, or dispose of, or in any way respond to, or assess the actual or alleged effects of "silica" or "silica-related dust"; or

- b. Claim, "suit", demand, judgment, obligation, request, or settlement due to any actual, alleged, or threatened injury or suspected injury or damage from "silica" or "silica-related dust" or testing for, monitoring, cleaning up, removing, containing, mitigating, treating, neutralizing, remediating, or disposing of, or in any way responding to or assessing the actual or alleged effects of, "silica" or "silica-related dust" by any insured or by any other person or entity; or

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- c. Claim, "suit", demand, judgment, obligation, or request to investigate which would not have occurred, in whole or in part, but for the actual or alleged presence of or exposure to "silica" or "silica-related dust."

This exclusion applies regardless of who produced, installed, used, owned, sold, distributed, handled, stored or controlled the "silica" or "silica-related dust."

- B. The following definition is added to the **Section F. – Liability and Medical Expenses Definitions:**

1. "Silica" means the mineral, silicon dioxide, and any type or form of it including, but not limited to, silica compounds, silica-containing products, goods, fibers or materials, silica dust, fine particulate dust of siliceous or silicic minerals, and any gases, vapors, scents or by-products produced or released by silica, silica dust or silica-containing products, goods, fibers or materials. Siliceous or silicic minerals include, but are not limited to, sand, quartz, granite and flint.

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2. "Silica-Related Dust" means a mixture or combination of silica and other dust or particles.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **MOTELS ENHANCEMENT ENDORSEMENT**

**This endorsement modifies insurance provided under the following:**

BUSINESSOWNERS COVERAGE FORM

MOTELS ENDORSEMENT

With respect to coverage provided by this endorsement, the provisions of the Businessowners Coverage Form, BP 00 03, or the Motels Endorsement, BP 07 10, apply, unless modified by this endorsement.

- I. Under BP 07 10 – Motels Endorsement, the limit of insurance provided under s. Lock Replacement is increased from \$2,500 to \$5,000.**

- II. With respect to BP 00 03 – Businessowners Coverage Form, the following changes are made:**

- A. The following are added under Paragraph A.5. Additional Coverages of Section I – Property:**

**t. Guest Inconvenience Expense**

We will pay for the actual Guest Inconvenience Expense incurred by persons for whom prearranged accommodations at the described premises cannot be honored due to direct physical loss or damage to Covered Property at the described premises caused by or resulting from a Covered Cause of Loss

“Guests’ Inconvenience Expense” as used in this additional coverage means the reasonable:

- (1)** Extra expenses incurred to secure and use other comparable accommodations as close as possible to the described premises;
- (2)** Extra expenses incurred while traveling to and from the described premises to the premises where the comparable accommodations are secured;
- (3)** Pre-paid amounts spent for activities away from the described premises which are lost because other comparable accommodations within a reasonable distance from the described premises are unavailable.

We will pay for Guests’ Inconvenience Expense incurred by any one person for the period of time:

- (1)** Beginning on the date the person’s prearranged accommodations at the described premises are
  - (a)** Scheduled to begin; or
  - (b)** Interrupted;
 whichever is later; and
- (2)** Ending on the earliest of the following dates:
  - (a)** The date the person’s prearranged hotel accommodations at the described premises are scheduled to end;
  - (b)** The date the damaged property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality;
  - (c)** 14 days after the date as determined in **(1)** above.

The most we will pay for all Guests’ Inconvenience Expenses in any one occurrence under this additional coverage is **\$500** per guest not to exceed **\$2,500** per occurrence.

**u. Credit Card Invoices**

We cover your credit card invoice records of balances owed you while the records are at a covered location. We cover such records against direct physical loss of or damage caused by a Covered Cause of Loss. We also cover these records while temporarily away from the covered location. We will pay the following as a result of loss or damage to these records:

- (1) Sums owed you which you cannot collect;
- (2) Interest charges you must pay on loans obtained to offset impaired collections;
- (3) That part of your collection expense that exceeds your normal costs;
- (4) Other costs you reasonably incur to restore your records.

You must make every reasonable attempt to recover receivables due.

The most we will pay for loss or damage to records of credit card receivables is **\$10,000** in any one occurrence.

**B. The following is added to Paragraph A. Coverages of SECTION II – LIABILITY:****4. Motel - Liability For Guests' Property In "Safe Deposit Boxes"**

- a. We will pay those sums that you become legally obligated to pay as damages because of loss or destruction of or damage to property belonging to your motel guests while the property is in a "safe deposit box" on your premises. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph D – Liability And Medical Expenses Limits Of Insurance in Section II – Liability; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements or medical expenses.

Our obligation under this coverage applies only to the amount of damages in excess of any deductible amount stated in the Declarations as applicable to this coverage.

- b. This insurance applies to damages resulting from the loss or destruction of or damage to property belonging to your motel guests only if the loss or destruction of or damage to property took place in the "coverage territory" during the policy period.

**C. The following are added to Paragraph B. Exclusions of Section II – Liability:****5. Applicable To Liability For Guests' Property In "Safe Deposit Boxes"**

This insurance does not apply to:

- a. Liability excluded under Business Liability Coverage.  
However, with respect to the coverage provided for damage to Guests' Property, Exclusion **B.1.k.(4)** of Section II – Liability does not apply.
- b. Dishonest acts committed by you, your partners, "members" or "managers";
- c. Destruction of or damage to property resulting from fire;
- d. Loss or destruction of or damage to property resulting from seizure or destruction of the property by order of governmental authority; and
- e. Liability incurred from your release of any other person or organization from legal liability.

- D. The following is added to Paragraph D. **Liability and Medical Expenses Limits of Insurance of Section II– Liability:**

**6. Liability For Guests' Property In "Safe Deposit Boxes" Limit Of Insurance**

The most we will pay for all damages because of loss or destruction of or damage to property belonging to your motel guests while the property is in a "safe deposit box" on your premises in any one "occurrence", regardless of the number of guests, is **\$25,000**, unless a higher Limit of Insurance is shown in the Declarations.

- E. For coverage provided under this endorsement, the following definition is added to **Section II – Liability:**

**23.** "Safe Deposit Box" means a box or safe used for safe storage of valuables. The box or safe must be in an area inaccessible to the public whereby the valuables are turned over to the custody of a motel representative. "Safe deposit box" does not include any safe or storage facility in motel units occupied by guests.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **MOTELS ENHANCEMENT ENDORSEMENT**

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**This endorsement modifies insurance provided under the following:**

BUSINESSOWNERS COVERAGE FORM

MOTELS ENDORSEMENT

With respect to coverage provided by this endorsement, the provisions of the Businessowners Coverage Form, BP-00-03, or the Motels Endorsement, BP-07-10, apply, unless modified by this endorsement:

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Under **BP 07 10 – Motels Endorsement**, the limit of insurance provided under **s. Lock Replacement** is increased from \$2,500 to **\$5,000**.

**II. With respect to BP 00 03 – Businessowners Coverage Form, the following changes are made:**

**A. The following are added under Paragraph A.5. Additional Coverages of Section I – Property:**

**t. Guest Inconvenience Expense**

We will pay for the actual Guest Inconvenience Expense incurred by persons for whom prearranged accommodations at the described premises cannot be honored due to direct physical loss or damage to Covered Property at the described premises caused by or resulting from a Covered Cause of Loss

"Guests' Inconvenience Expense" as used in this additional coverage means the reasonable:

- (1) Extra expenses incurred to secure and use other comparable accommodations as close as possible to the described premises;
- (2) Extra expenses incurred while traveling to and from the described premises to the premises where the comparable accommodations are secured;
- (3) Pre-paid amounts spent for activities away from the described premises which are lost because other comparable accommodations within a reasonable distance from the described premises are unavailable.

We will pay for Guests' Inconvenience Expense incurred by any one person for the period of time:

- (1) Beginning on the date the person's prearranged accommodations at the described premises are
  - (a) Scheduled to begin; or
  - (b) Interrupted;
 whichever is later; and
- (2) Ending on the earliest of the following dates:
  - (a) The date the person's prearranged hotel accommodations at the described premises are scheduled to end;
  - (b) The date the damaged property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality;
  - (c) 14 days after the date as determined in (1) above.

The most we will pay for all Guests' Inconvenience Expenses in any one occurrence under this additional coverage is **\$500** per guest not to exceed **\$2,500** per occurrence.

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**u. Credit Card Invoices**

We cover your credit card invoice records of balances owed you while the records are at a covered location. We cover such records against direct physical loss of or damage caused by a Covered Cause of Loss. We also cover these records while temporarily away from the covered location. We will pay the following as a result of loss or damage to these records:

- (1) Sums owed you which you cannot collect;
- (2) Interest charges you must pay on loans obtained to offset impaired collections;
- (3) That part of your collection expense that exceeds your normal costs;
- (4) Other costs you reasonably incur to restore your records.

You must make every reasonable attempt to recover receivables due.

The most we will pay for loss or damage to records of credit card receivables is **\$10,000** in any one occurrence.

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SECTION II – LIABILITY

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**B. The following is added to Paragraph A. Coverages of SECTION II – LIABILITY:****4. Motel - Liability For Guests' Property In "Safe Deposit Boxes"**

- a. We will pay those sums that you become legally obligated to pay as damages because of loss or destruction of or damage to property belonging to your motel guests while the property is in a "safe deposit box" on your premises. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph D – Liability And Medical Expenses Limits Of Insurance in Section II – Liability; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements or medical expenses.

Our obligation under this coverage applies only to the amount of damages in excess of any deductible amount stated in the Declarations as applicable to this coverage.

- b. This insurance applies to damages resulting from the loss or destruction of or damage to property belonging to your motel guests only if the loss or destruction of or damage to property took place in the "coverage territory" during the policy period.

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**C. The following are added to Paragraph B. Exclusions of Section II – Liability:****5. Applicable To Liability For Guests' Property In "Safe Deposit Boxes"**

This insurance does not apply to:

- a. Liability excluded under Business Liability Coverage.  
However, with respect to the coverage provided for damage to Guests' Property, Exclusion B.1.k.(4) of Section II – Liability does not apply.
- b. Dishonest acts committed by you, your partners, "members" or "managers";
- c. Destruction of or damage to property resulting from fire;
- d. Loss or destruction of or damage to property resulting from seizure or destruction of the property by order of governmental authority; and
- e. Liability incurred from your release of any other person or organization from legal liability.

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**D.** The following is added to Paragraph **D. Liability and Medical Expenses Limits of Insurance** of ~~Section II – Liability:~~

**6. Liability For Guests' Property In "Safe Deposit Boxes" Limit Of Insurance**

The most we will pay for all damages because of loss or destruction of or damage to property belonging to your motel guests while the property is in a "safe deposit box" on your premises in any one "occurrence", regardless of the number of guests, is **\$25,000**, unless a higher Limit of Insurance is shown in the Declarations.

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**E.** For coverage provided under this endorsement, the following definition is added to **Section II – Liability:**

**23.** "Safe Deposit Box" means a box or safe used for safe storage of valuables. The box or safe must be in an area inaccessible to the public whereby the valuables are turned over to the custody of a motel representative. "Safe deposit box" does not include any safe or storage facility in motel units occupied by guests.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **POLICY CHANGES**

Policy Change  
Number

POLICY NUMBER	POLICY CHANGES EFFECTIVE	COMPANY
NAMED INSURED		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED		
CHANGES		

---

Authorized Representative Signature



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESSOWNERS ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Businessowners Coverage Form apply, unless modified by this endorsement.

**A. SECTION 1 – PROPERTY A. Coverage** is changed as follows:

**1. Paragraph A.5.c. Fire Department Service Charge** is replaced by the following:

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to **\$5,000**, unless a different limit is shown in the Declarations, for your liability for fire department service charges:

- 1)** Assumed by contract or agreement prior to loss: or
- (2)** Required by local ordinance.

**2. Under A.5.f.(2) Extended Business Income, paragraph (a)(ii), subsection ii.** is replaced by the following:

**60** consecutive days after the date determined in Paragraph **(a)(i)** above, unless a greater number of consecutive days is shown in the Declarations.

**3. Under A.5.j. Money Orders And “Counterfeit Money,”** the limit of \$1,000 is increased to **\$5,000**.

**4. Under A.5.k Forgery or Alteration,** paragraph **(4)** is replaced by the following:

The most we will pay for any loss, including legal expenses, under this Additional Coverage is **\$5,000**, unless a higher Limit of Insurance is shown on the Declarations.

**5. Under A.5.o. Fire Extinguisher Systems Recharge Expense,** paragraph **(3)** is replaced by the following:

The most we will pay under this Additional Coverage is **\$10,000** in any one occurrence.

**6. The following is added under section A.5.**

**s. Lock Replacement**

We will pay the necessary expenses you incur to replace locks at the described premises you occupy, resulting from theft or copying of keys or any other legitimate security concern. The most we will pay under this Additional Coverage during each policy period is **\$2,500**.

This insurance does not apply to loss caused by:

- a. Vandalism; or
- b. Wear and Tear.

Lock replacement coverage is not subject to a deductible.

**7. The following is added under section A. 5.**

**t. Reward**

We will pay on your behalf up to **\$5,000**, as a reward, to any individual or group (except you, your officers, your partners or your “members” or “managers”), for information which results in the arrest and conviction of any individual or group for commission of any illegal act(s) resulting in a Covered Cause of Loss to Covered Property. Regardless of the number of persons involved in providing information, our liability under this Additional Coverage will not be increased.

Reward coverage is not subject to a deductible.

**8. Paragraph 6.b. Personal Property Off Premises** replaced with the following:

**Personal Property Off Premises**

You may extend the insurance that applies to Business Personal Property to apply to covered Business Personal Property, other than “money and securities”, “valuable papers and records” or accounts receivable, while:

- (1) It is in the course of transit; or
- (2) At a premises you do not own, lease or operate; or
- (3) At trade shows, conventions or fairs where you rent, lease or operate temporary indoor booths, displays or exhibits.

The most we will pay for loss or damage under this Extension is **\$15,000**.

9. Under paragraph **6.c. Outdoor Property**, the reference to limits is amended to read:

The most we will pay for loss or damage under this Extension is **\$5,000**, but not more than \$500 for any one tree, shrub or plant.

10. Paragraph **6.d. Personal Effects** is replaced by the following:

**Personal Effects**

You may extend the insurance that applies to Business Personal Property to apply to personal effects owned by you, your officers, your partners or "members", your "managers" or your employees.

The most we will pay for loss or damage each described premises in one occurrence under this Extension is:

- (1) **500** each employee, **\$2,500** total for employees' tools and equipment used in your business;
- (2) **\$5,000** for all other personal effects.

The most we will pay for all loss or damage under this Extension during the policy term is **\$10,000**.

11. Under **6.e. Valuable Papers And Records**, paragraph **e. (3)** of is replaced with the following:

The most we will pay under this Coverage Extension for loss or damage to "valuable papers and records" in any one occurrence at the described premises is **\$25,000**, unless a higher Limit of Insurance for "valuable papers and records" is shown in the Declaration.

For "valuable papers and records" not at the described premises, the most we will pay is **\$5,000**.

12. Under **6.f. Accounts Receivable**, paragraph **f. (2)** of **Accounts Receivable** is replaced with the following:

The most we will pay under this Coverage Extension for loss or damage in any one occurrence at the described premises is **\$25,000**, unless a higher Limit of Insurance for Accounts Receivable is shown in the Declaration.

For accounts receivable not at the described premises, the most we will pay is **\$5,000**.

- B. SECTION I – PROPERTY – C. Limits Of Insurance** is changed as follows:

1. Paragraph **3.** is replaced with the following:

The limits applicable to the Coverage Extensions and the Fire Department Service Charge; Pollutant Clean Up and Removal, Lock Replacement and Reward Additional Coverages are in addition to the Limits of Insurance of **Section I – Property**.

- C. SECTION I PROPERTY – D. Deductibles** is changed as follows:

1. Under paragraph **3.** add the following:

**f. Lock Replacement**

**g. Reward**

- D. SECTION I PROPERTY - G. Optional Coverage** is changed as follows:

1. The first paragraph is deleted and replaced with the following:

The following **Optional Coverages** apply subject to the limits shown in this endorsement. If higher limits are provided, they will be shown in the Declarations under the designated coverage. These coverages are subject to the terms and conditions applicable to property coverage in this policy, except as provided below.

2. Under **1. Outdoor Signs**, paragraph **d.** is deleted and replaced by the following:

The most we will pay for loss or damage in any one occurrence is **\$5,000** for Outdoor Signs, unless a higher Limit of Insurance is shown on the Declarations for Outdoor Signs.

3. Under **2. Money And Securities**, paragraph **c.** is deleted and replaced by the following:

The most we will pay for loss or damage in any one occurrence is:

- (1) **\$10,000** for Inside the Premises for "money" and "securities" while:

**(a)** In or on the described premises; or

**(b)** Within a bank or savings institution; and

- (2) **\$5,000** for Outside the Premises for "money" and "securities" while anywhere else;

unless a higher Limit of Insurance is shown on the Declarations for Money And Securities.

4. Under **3. Employee Dishonesty**, paragraph **c.** is replaced by the following:

The most we will pay for loss or damage in any one occurrence is **\$10,000** for Employee Dishonesty, unless a higher Limit of Insurance is shown on the Declarations for Employee Dishonesty.

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<i>First Filing Company:</i>	<i>Acadia Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>#10031505 \$50</i>
<i>Company Tracking Number:</i>	<i>08-BP-FM-03</i>		
<i>TOI:</i>	<i>05.0 Commercial Multi-Peril - Liability &amp; Non-</i>	<i>Sub-TOI:</i>	<i>05.0002 Businessowners</i>
	<i>Liability</i>		
<i>Product Name:</i>	<i>2008 BOP Forms</i>		
<i>Project Name/Number:</i>	<i>05-08 AR BOP ISO Form Filing /</i>		

## Rate Information

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>UNON-125434987</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Acadia Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>#10031505 \$50</i>
<i>Company Tracking Number:</i>	<i>08-BP-FM-03</i>		
<i>TOI:</i>	<i>05.0 Commercial Multi-Peril - Liability &amp; Non- Liability</i>	<i>Sub-TOI:</i>	<i>05.0002 Businessowners</i>
<i>Product Name:</i>	<i>2008 BOP Forms</i>		
<i>Project Name/Number:</i>	<i>05-08 AR BOP ISO Form Filing /</i>		

## Rate/Rule Schedule

<b>Review Status:</b>	<b>Exhibit Name:</b>	<b>Rule # or Page #:</b>	<b>Rate Action</b>	<b>Previous State Filing Attachments Number:</b>
Approved	Manual	BOP-R-Page 1 of 21	Replacement	05-08 BOP Manual.pdf

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UNION INSURANCE COMPANY  
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DIVISION NINE - MULTIPLE LINE - BUSINESSOWNERS SUBDIVISION  
COMPANY RULE EXCEPTIONS  
STATE OF ARKANSAS

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**LOSS COST MULTIPLIERS**

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For all loss costs shown in the ISO manual and the Company rule exceptions, use the following loss cost multipliers by Company:

Continental Western Insurance Company	1.725
Union Insurance Company	1.466
Acadia Insurance Company	1.000

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**RULE 7. POLICY WRITING MINIMUM PREMIUM**

---

Contractor Program Minimum Premium:	<b>\$ 750</b>
All Other Programs Minimum Premium:	<b>\$ 500</b>

---

**RULE 8. ADDITIONAL PREMIUM CHANGES**

---

The following are amended:

**A. Calculation of Premium - Item 2. is replaced with the following:**

2. In computing the additional premium for:

- a. Any changes made to a location included at policy inception use the rates and rules in effect on the effective date of the policy. If the changes are made after an anniversary date of the policy, use the rates and rules in effect on that anniversary date.
- b. Locations that are added after policy inception (including all coverages, options and causes of loss at that location), use the rates and rules in effect as of the inception or anniversary of the policy.
- c. Any changes made to a location that was added after policy inception, use the rates and rules in effect as of the inception or anniversary of the policy.

The additional premium developed is in addition to any applicable policy writing minimum premium.

**B. Waiver of Premium is replaced by the following:**

Waive additional premium amounts of \$ 15 or less. This waiver applies only to that portion of the company premium due on the effective date of the policy change.

---

**RULE 9. RETURN PREMIUM CHANGES**

---

**B. Waiver of Premium is replaced by the following:**

Waive return premium amounts of \$ 15 or less. Grant any return premium that is requested by the insured. This waiver applies only to premium due on the effective date of the policy change.

---

**RULE 16. MANDATORY FORMS, COVERAGES AND LIMITS**

---

The following are amended:

**C. Businessowner Policy Declarations BP DS 01 is replaced with the following:**

Businessowners Policy Declarations BP CD 01 will be used to provide policy writing information.

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DIVISION NINE - MULTIPLE LINE - BUSINESSOWNERS SUBDIVISION  
COMPANY RULE EXCEPTIONS  
STATE OF ARKANSAS

**RULE 16. MANDATORY FORMS, COVERAGES AND LIMITS (cont'd)**

**D. Businessowners Policy Changes Endorsement BP 12 01 - Item 2. is replaced with the following:**

Policy Changes endorsement **IL 12 01** will be used to describe policy changes or to add or delete optional coverages.

**E. Other Mandatory Endorsements**

Attach the following exclusions to the Businessowner policy:

a. Endorsements

**CL BP 01 32 - Fungus or Bacteria Exclusion** - This endorsement limits coverage for losses caused by fungus or mold, with an exception for loss caused by fire or lightning.

**CL BP 01 05 - Lead Exclusion** - This endorsement excludes liability arising out of loss or damage caused by lead and lead-based products.

**CL BP 01 06 - Asbestos Exclusion** - This endorsement excludes liability arising out of loss or damage caused by asbestos and asbestos-based products.

**CL BP 01 12 - Silica or Silica Related Dust Exclusion** - This endorsement excludes liability arising out of loss or damage arising out of silica and silica-based products.

**CL BP 01 28 - Amendment of Primary and Excess Liability Provisions (Additional Insureds)** - This endorsement makes our Liability coverage excess for a person or organization who has been added by endorsement to our policy as an additional insured unless there is a written contract or agreement that our coverage be primary with respect to the ongoing operations for which the person or organization has been added as an additional insured. Where required by written contract or agreement, we will treat any other primary liability insurance available to the additional insured for premises or ongoing operations as non-contributory to ours, except with respect to other liability insurance available to the additional insured to which such person or organization has been added as an additional insured by endorsement.

**BP 04 39 - Abuse or Molestation Exclusion** - This endorsement excludes abuse or molestation by anyone of any person while in the care, custody or control of the insured.

**BP 04 17 - Employment Related Practices Exclusion** - This endorsement excludes bodily injury and personal injury arising out of employment related practices.

b. Premium

The company Property and Liability rates include the use of these endorsements.

**RULE 21. BLANKET INSURANCE**

Under C. Premium Development, paragraph 3. is replaced by the following:

3. A blanket average rate expires one year from its effective date or when there is a general revision in rates, whichever occurs first. Use a Statement of Values CP 16 15 in calculating blanket average rates.

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UNION INSURANCE COMPANY  
ACADIA INSURANCE COMPANY  
DIVISION NINE - MULTIPLE LINE - BUSINESSOWNERS SUBDIVISION  
COMPANY RULE EXCEPTIONS  
STATE OF ARKANSAS

**RULE 22. ELIGIBILITY**

3. Contractors is revised as follows:

**3. Contractors**

a. Contractors listed in Businessowners Classification table are the only types eligible for the Businessowners Program. Any of the contractors engaged in the trades described in the Businessowners Classification table are ineligible if they engage in any combination of activities or types of operations described in Rule 22.B.2.

b. Contractors are subject to the following additional eligibility requirements:

- (1) No more than \$ 1,000,000 of annual payroll;
- (2) No work at a height of over 3 stories;
- (3) The total cost of subcontracted work cannot exceed more than 15% of the contractor's total annual gross sales. This exposure will be rated using the following Class Table Addition:

Class Code	SIC	NAICS	Prop Rate No.	Liab Class Grp	Liab Exp Base
75998	1747	235747	20	61	PAYROLL
75999	1747	235747	20	62	PAYROLL

75998 - Contractors - subcontracted work - adequately insured contractor

75999 - Contractors - subcontracted work - inadequately insured contractor

The ratings uses the Occupant Liability per \$ 1,000 of Annual Payroll loss costs; however, for these two classes only Payroll is defined as Total Cost - 1. the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of the work; however, do not include the cost of finished equipment installed but not furnished by the subcontractor if the subcontractor does no other work on or in connection with such equipment, and 2. All fees, bonuses or commissions made, paid or due.

- (4) No renting or leasing equipment to others; and
- (5) Sales unrelated to installation, service or repair cannot exceed 25% of annual gross sales.

**RULE 23. PREMIUM DEVELOPMENT - MANDATORY COVERAGES**

The following is amended:

**C. Premium Determination** - The following is added to 5. Sprinklered Property Automatic Sprinkler System:

- c. The Automatic Sprinkler system must be recognized by the applicable state insurance property rating bureau or association.

The following Company rate relativity tables repalce the corresponding ISO table in its' entirety:



CONTINENTAL WESTERN INSURANCE COMPANY  
 UNION INSURANCE COMPANY  
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 DIVISION NINE - MULTIPLE LINE - BUSINESSOWNERS SUBDIVISION  
 COMPANY RULE EXCEPTIONS  
 STATE OF ARKANSAS

**RULE 23. PREMIUM DEVELOPMENT - MANDATORY COVERAGES (cont'd)**

**Rate Number Relativities**

Property Rate Numbers	Factor
1	0.840
2	0.742
3	0.711
4	1.293
5	1.110
6	1.097
7	1.107
8	1.050
9	1.631
10	2.206
11	2.675
12	3.038
13	1.367
14	2.014
15	2.316
16	2.809
17	2.640
18	3.988
19	1.062
20	1.302
21	2.451
22	2.451
23	2.451
24	2.204
25	2.525
26	4.911

Table 23.C.1.b.(RF) Rate Number Relativities

**Construction Relativities**

Construction	Factor
Frame	1.075
Joisted Masonry	0.825
Non-Combustible	0.825
Masonry Non-Combustible	0.749
Fire Resistive	0.560

Table 23.C.3.(RF) - Construction Relativities

**Liability Class Group Relativities (Limit of Insurance)**

Class Group (Limit of Insurance) Occupant Liability	Factor
1	0.420
2	0.391
3	0.966
4	1.242
5	1.470
6	2.317
7	2.419
8	3.179
9	3.903
10	4.488
11	0.681
12	1.037
13	1.390
14	1.935
15	2.244
16	2.342

Table 23.C.6.b.(2)(b)(i)#1(RF) Liability Class Group Relativities (Limit of Insurance)

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 DIVISION NINE - MULTIPLE LINE - BUSINESSOWNERS SUBDIVISION  
 COMPANY RULE EXCEPTIONS  
 STATE OF ARKANSAS

**RULE 23. PREMIUM DEVELOPMENT - MANDATORY COVERAGES (cont'd)**

**Liability Class Group Relativities (Annual Gross Sales)**

Class Group (Annual Gross Sales) Occupant Liability	Factor
31	1.050
32	1.473
33	0.442
34	0.442
35	0.442
36	0.504
37	0.687
38	0.550
39	0.727

Table 23.C.6.b.(2)(b)(i)#2(RF) - Liability Class Group Relativities (Annual Gross Sales)

**Liability Class Group Relativities (Annual Payroll)**

Class Group (Annual Payroll) Occupant Liability	Factor
51	1.050
52	1.508
53	1.178
54	1.518
55	2.368
56	2.022
57	2.157
58	2.135
59	4.691
61	0.450
62	1.400

Table 23.C.6.b.(2)(b)(i)#3(RF) - Liability Class Group Relativities (Annual Payroll)

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 DIVISION NINE - MULTIPLE LINE - BUSINESSOWNERS SUBDIVISION  
 COMPANY RULE EXCEPTIONS  
 STATE OF ARKANSAS

**RULE 23. PREMIUM DEVELOPMENT - MANDATORY COVERAGES (cont'd)**

**Liability Class Group Relativities (Limit of Insurance)**

Class Group (Limit of Insurance) Lessors Liability	Factor
1	0.525
2	1.159
3	1.159
4	1.696
5	1.696
6	1.696
7	2.526
8	2.526
9	2.526
10	2.905
11	0.695
12	1.017
13	1.017
14	1.515
15	1.515
16	1.515
17	0.630
18	1.183
19	1.202
20	1.553
21	0.382
31	1.670
32	3.128
33	0.423
34	0.468
35	0.545
36	2.202
37	2.549
38	2.473
39	2.820
51- 59 - Office	1.196
51 - 59 - Shop/Storage	1.386

**Table 23.C.6.b.(2)(b)(i)#4(RF) - Liability Class Group Relativities**

**C. Premium Determination**

**6. Premium Determination**

c. Additional Rating Considerations

(1) Playgrounds and Amusement Areas

Category	Rate		
	Union	CWIC	Acadia
Playgrounds - indoor and outdoor Amusement areas which include mechanical rides or other play equipment or more than two amusement devices such as video games, pinball machines or other similar devices	\$147	\$173	\$100
	\$73	\$86	\$50

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DIVISION NINE - MULTIPLE LINE - BUSINESSOWNERS SUBDIVISION  
COMPANY RULE EXCEPTIONS  
STATE OF ARKANSAS

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**RULE 24. DEDUCTIBLES**

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**D. Property Damage Liability Deductibles**

4. The following Per Claim Factors are added to the ISO table to replace "Refer to Company":

b. Per Claim Basis

Deductible	Per Claim Factor
\$ 250	0.988
\$ 500	0.977
\$ 1,000	0.959
\$ 2,500	0.915

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**RULE 28. OPTIONAL COVERAGES**

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The following paragraph is added to Rule 28. Optional Coverages Paragraph 8. Employee Dishonesty:

**A. Property Coverages**

**8. Employee Dishonesty Coverage**

**c. ERISA Coverage**

**(1) Description of Coverage**

Provides additional insured status for the designated welfare or benefit plan subject to the Employment Retirement Insurance Security Act (ERISA).

**(2) Endorsement**

Use endorsement **CL BP 04 10** Additional Coverage - ERISA Employee Dishonesty.

**(3) Premium Determination**

For each designated welfare or benefit plan subject to ERISA, treat such director, trustee, officer, employee, administrator or manager as an additional employee.

Paragraph **A.12.** is replaced by the following:

**A. Property Coverages** - The following rules are amended:

**12. Mechanical Breakdown**

**a. Description of Coverage**

Coverage is broadened to provide coverage from loss resulting from mechanical, electrical or pressure system breakdown. This coverage applies to all locations. This coverage will be automatically attached to all policies, but may be removed at the request of the insured for a premium credit.

**Endorsement**

Attach endorsement **CL BP 00 03** Mechanical, Electrical or Pressure System Breakdown Enhancement Endorsement.

**b. Premium Determination**

For all insured locations, calculate the premium otherwise applicable for building, contents and spoilage coverage. Multiply this amount by **0.0654** to determine the premium.  
Minimum Premium for this coverage is **\$20**.

CONTINENTAL WESTERN INSURANCE COMPANY  
 UNION INSURANCE COMPANY  
 ACADIA INSURANCE COMPANY  
 DIVISION NINE - MULTIPLE LINE - BUSINESSOWNERS SUBDIVISION  
 COMPANY RULE EXCEPTIONS  
 STATE OF ARKANSAS

**RULE 29. ENDORSEMENTS**

The following are amended:

**A. Property Endorsements**

5. Earthquake - Paragraph 5.c. is replaced with the following:

c. Premium Determination

(1) Deductibles

The coverage has a 5% deductible with an option for a 10% deductible available in all territories.

(2) Rating

(a) Determine the construction classes from the table below:

Class	Construction
1	Frame
2	Metal
3	Steel Frame
4	Reinforced Concrete or Combined Reinforced Concrete and Structural Steel
5	Concrete Brick or Block Buildings or Joisted Masonry

(b) Determine the Earthquake Territories according to the table below:

Territory	Counties
11	Mississippi
12	Craighead, Poinsette, Clay, Crittenden and Greene
13	Cross, Jackson, St. Francis, Lee, Phillips and Monroe
14	Woodruff, Prairie, Lawrence and Randolph
15	Arkansas, Desha, Lonoke, Independence, Jefferson, Lincoln and White
16	Remainder of State

(c) Determine the Contents Grade found in the following table (Note: This table is defined by ISO in CLM - Division Five - Rule 73.F. Earthquake Multistate Rules)

Contents Grade	Territory	Multiplier
1	11	8.91
2	11	2.47
3	11	1.00
4	11	0.46
1	12	8.98
2	12	2.47
3	12	1.00
4	12	0.47
1	13	9.96
2	13	2.55
3	13	1.00
4	13	0.45
1	14	11.33
2	14	2.61
3	14	1.00
4	14	0.43
1	15	12.41
2	15	2.61
3	15	1.00
4	15	0.39
1	16	15.95
2	16	2.53
3	16	1.00
4	16	0.66

CONTINENTAL WESTERN INSURANCE COMPANY  
 UNION INSURANCE COMPANY  
 ACADIA INSURANCE COMPANY  
 DIVISION NINE - MULTIPLE LINE - BUSINESSOWNERS SUBDIVISION  
 COMPANY RULE EXCEPTIONS  
 STATE OF ARKANSAS

**RULE 29. ENDORSEMENTS (cont'd)**

(d) Refer to the following tables for the building and contents rates per \$ 100:

	Union Insurance Company				Continental Western Insurance Company			
Zone 11	Building		Contents		Building		Contents	
Construction	5% Ded.	10% Ded	5% Ded	10% Ded	5% Ded.	10% Ded	5% Ded	10% Ded
1	0.226	0.203	0.132	0.119	0.266	0.239	0.155	0.140
2	0.103	0.092	0.103	0.092	0.121	0.109	0.121	0.109
3	0.243	0.219	0.094	0.084	0.286	0.258	0.110	0.099
4	0.299	0.269	0.110	0.099	0.352	0.317	0.129	0.116
5	0.381	0.343	0.148	0.133	0.449	0.404	0.174	0.157

	Union Insurance Company				Continental Western Insurance Company			
Zone 12	Building		Contents		Building		Contents	
Construction	5% Ded.	10% Ded	5% Ded	10% Ded	5% Ded.	10% Ded	5% Ded	10% Ded
1	0.201	0.181	0.117	0.106	0.236	0.213	0.138	0.124
2	0.089	0.080	0.089	0.080	0.105	0.095	0.105	0.095
3	0.213	0.191	0.082	0.074	0.250	0.225	0.097	0.087
4	0.261	0.235	0.097	0.087	0.307	0.276	0.114	0.102
5	0.331	0.298	0.129	0.116	0.390	0.351	0.152	0.137

	Union Insurance Company				Continental Western Insurance Company			
Zone 13	Building		Contents		Building		Contents	
Construction	5% Ded.	10% Ded	5% Ded	10% Ded	5% Ded.	10% Ded	5% Ded	10% Ded
1	0.185	0.166	0.106	0.095	0.217	0.196	0.124	0.112
2	0.065	0.058	0.065	0.058	0.076	0.068	0.076	0.068
3	0.194	0.174	0.073	0.066	0.228	0.205	0.086	0.078
4	0.238	0.214	0.084	0.075	0.279	0.252	0.098	0.088
5	0.306	0.276	0.114	0.103	0.361	0.324	0.135	0.121

**RULE 29. ENDORSEMENTS (cont'd)**

	Union Insurance Company				Continental Western Insurance Company			
Zone 14	Building		Contents		Building		Contents	
Construction	5% Ded.	10% Ded	5% Ded	10% Ded	5% Ded.	10% Ded	5% Ded	10% Ded
1	0.125	0.112	0.072	0.065	0.147	0.132	0.085	0.076
2	0.034	0.030	0.034	0.030	0.040	0.036	0.040	0.036
3	0.133	0.120	0.048	0.044	0.157	0.141	0.057	0.051
4	0.164	0.148	0.054	0.049	0.193	0.174	0.064	0.057
5	0.214	0.193	0.076	0.069	0.252	0.227	0.090	0.081

	Union Insurance Company				Continental Western Insurance Company			
Zone 15	Building		Contents		Building		Contents	
Construction	5% Ded.	10% Ded	5% Ded	10% Ded	5% Ded.	10% Ded	5% Ded	10% Ded
1	0.072	0.065	0.041	0.037	0.085	0.076	0.048	0.043
2	0.019	0.017	0.019	0.017	0.022	0.020	0.022	0.020
3	0.075	0.067	0.026	0.024	0.088	0.079	0.031	0.028
4	0.092	0.083	0.029	0.026	0.109	0.098	0.035	0.031
5	0.123	0.111	0.043	0.038	0.145	0.130	0.050	0.045

	Union Insurance Company				Continental Western Insurance Company			
Zone 16	Building		Contents		Building		Contents	
Construction	5% Ded.	10% Ded	5% Ded	10% Ded	5% Ded.	10% Ded	5% Ded	10% Ded
1	0.009	0.008	0.006	0.005	0.010	0.009	0.007	0.006
2	0.006	0.005	0.006	0.005	0.007	0.006	0.007	0.006
3	0.010	0.009	0.004	0.004	0.012	0.011	0.005	0.005
4	0.015	0.013	0.006	0.005	0.017	0.016	0.007	0.006
5	0.021	0.018	0.010	0.009	0.024	0.022	0.012	0.011

**CONTINENTAL WESTERN INSURANCE COMPANY  
UNION INSURANCE COMPANY  
ACADIA INSURANCE COMPANY  
DIVISION NINE - MULTIPLE LINE - BUSINESSOWNERS SUBDIVISION  
COMPANY RULE EXCEPTIONS  
STATE OF ARKANSAS**

**RULE 29. ENDORSEMENTS (cont'd)**

The following are the earthquake rating tables for Acadia Insurance Company:

Zone 11					Zone 12				
Construction	Building		Contents		Building		Contents		
	5% Ded.	10% Ded	5% Ded	10% Ded	5% Ded.	10% Ded	5% Ded	10% Ded	
1	0.154	0.139	0.090	0.081	0.137	0.123	0.080	0.072	
2	0.070	0.063	0.070	0.063	0.061	0.055	0.061	0.055	
3	0.166	0.149	0.064	0.058	0.145	0.131	0.056	0.050	
4	0.204	0.184	0.075	0.068	0.178	0.160	0.066	0.059	
5	0.260	0.234	0.101	0.091	0.226	0.203	0.088	0.079	

Zone 13					Zone 14				
Construction	Building		Contents		Building		Contents		
	5% Ded.	10% Ded	5% Ded	10% Ded	5% Ded.	10% Ded	5% Ded	10% Ded	
1	0.126	0.113	0.072	0.065	0.085	0.077	0.049	0.044	
2	0.044	0.040	0.044	0.040	0.023	0.021	0.023	0.021	
3	0.132	0.119	0.050	0.045	0.091	0.082	0.033	0.030	
4	0.162	0.146	0.057	0.051	0.112	0.101	0.037	0.033	
5	0.209	0.188	0.078	0.070	0.146	0.131	0.052	0.047	

Zone 15					Zone 16				
Construction	Building		Contents		Building		Contents		
	5% Ded.	10% Ded	5% Ded	10% Ded	5% Ded.	10% Ded	5% Ded	10% Ded	
1	0.049	0.044	0.028	0.025	0.006	0.005	0.004	0.004	
2	0.013	0.012	0.013	0.012	0.004	0.004	0.004	0.004	
3	0.051	0.046	0.018	0.016	0.007	0.006	0.003	0.003	
4	0.063	0.057	0.020	0.018	0.010	0.009	0.004	0.004	
5	0.084	0.076	0.029	0.026	0.014	0.013	0.007	0.006	

(e) Multiply the building loss cost by the limit of insurance (per \$ 100) and loss cost multiplier to determine the additional premium

(f) Multiply the contents loss cost by the contents grade multiplier, limit of insurance and the loss cost multiplier to determine the additional premium.

**7. Equipment Breakdown Protection Coverage**

This rule does not apply.

**12. Insurance to Value** - Paragraph a. is replaced with the following:

a. Description of Coverage

This endorsement deletes the applicability of the insurance-to-value requirements contained in the Loss Payment Property Loss Condition in Section I - Property of the Businessowner Coverage Form BP 00 03. If this endorsement is attached to the policy, no insurance-to-value requirements apply to Covered Property.

Automatically attach this endorsement unless the insured does not wish to purchase this coverage.

**23. Water Back-Up and Sump Overflow**

- c. (2) For limits in excess of the \$ 5,000 annual aggregate provided in BP 04 53, charge the following loss costs per \$ 100 of coverage.

If Business Personal Property Replacement Cost Coverage Is	Union Rate	CWIC Rate	Acadia Rate
Included in the policy	\$1.76	\$2.07	\$1.20
Not included in the policy	\$1.47	\$1.73	\$1.00

CONTINENTAL WESTERN INSURANCE COMPANY  
UNION INSURANCE COMPANY  
ACADIA INSURANCE COMPANY  
DIVISION NINE - MULTIPLE LINE - BUSINESSOWNERS SUBDIVISION  
COMPANY RULE EXCEPTIONS  
STATE OF ARKANSAS

**RULE 29. ENDORSEMENTS (cont'd)**

The following is added to Rule 29., Paragraph A.:

**24. Company Additional Insured Endorsement**

**(a) Description of Coverage**

This endorsement names as Additional Insured the person or persons listed in the schedule as respects covered property in which both the Named Insured and the Additional Insured have an insurable interest.

**(b) Endorsement**

Use Additional Insured Provisions Property Coverage endorsement **CW 23 51 08 04**.

**(c) Premium Determination**

There is no premium charge for this endorsement.

**B. Liability Endorsements**

**4. Coverage for Injury to Leased Workers**

**c. Premium Determination**

Multiply the Liability premium determined in Rule 23.C.6.b.(3).(d) by one of the following factors:

Leased Employee Description	Factor
Leased Employees Covered by Workers Compensation and Employers Liability	1.15
Leased Employees Not Covered by Workers Compensation and Employers Liability	1.30

**5. Electronic Data**

This rule does not apply.

**6. Employee Benefits**

**a. Employee Benefits Liability Coverage**

**(3) Premium Determination**

Limit of Insurance (Occurrence/Aggregate)	Union Rate Per Employee	CWIC Rate Per Employee	Acadia Rate Per Employee	Minimum Premium
\$ 25,000/50,000	0.169	0.198	0.115	\$125
\$ 50,000/100,000	0.213	0.250	0.145	\$ 125
\$ 100,000/300,000	0.274	0.323	0.187	\$ 150
\$ 250,000/500,000	0.298	0.350	0.203	\$ 200
\$ 500,000/1,000,000	0.364	0.428	0.248	\$ 250
\$ 1,000,000/2,000,000	0.393	0.462	0.268	\$ 300

**b. Employee Benefits Liability Coverage**

**(3) Premium Determination**

Multiply the annual premium for Employee Benefits Liability Coverage by an adjustment factor ranging from 0.70 to 1.00, based upon underwriter judgment.



CONTINENTAL WESTERN INSURANCE COMPANY  
 UNION INSURANCE COMPANY  
 ACADIA INSURANCE COMPANY  
 DIVISION NINE - MULTIPLE LINE - BUSINESSOWNERS SUBDIVISION  
 COMPANY RULE EXCEPTIONS  
 STATE OF ARKANSAS

**RULE 29. ENDORSEMENTS (cont'd)**

**13. Liquor Liability Coverage**

**c. Premium Determination**

(2) Charge the following rates per \$ 1,000 of Gross Sales:

Limit of Insurance (Occurrence/Aggregate)	Union Rate Per \$1,000 Sales	CWIC Rate Per \$1,000 Sales	Acadia Rate Per \$1,000 Sales	Minimum Premium
\$ 100,000/200,000	3.666	4.313	2.500	\$ 100
\$ 300,000/600,000	4.589	5.399	3.130	\$ 250
\$ 500,000/1,000,000	4.985	5.865	3.400	\$ 350
\$1,000,000/2,000,000	5.542	6.521	3.780	\$ 500

(3) Charge a per event flat charge based on the supplier of alcohol:

Alcohol Supplier	Limit	Per Event Charge
Insured	\$300,000	\$100
	\$500,000	\$250
	\$1,000,000	\$350
	\$2,000,000	\$500
Vendor	\$500,000	\$100
	\$1,000,000	\$140
	\$2,000,000	\$240

The following paragraph is added to Rule 29. Endorsements, Paragraph B. Liability Endorsements:

**B. Liability Endorsements**

**21. Transmissible Spongiform Encephalopathies (and Related Diseases) and Foot-And-Mouth Disease Exclusion**

To exclude the exposure from any product processed, packaged, labeled, manufactured, produced, used, owned, stored, sold, handled, controlled or distributed by or on behalf of the insured which contains or is alleged to contain Transmissible Spongiform Encephalopathy or any related diseases (including those referred to as "mad cow" disease), or Foot-And-Mouth Disease, attach **CL BP 45 02** Absolute Exclusion -- Transmissible Spongiform Encephalopathies (And Related Diseases) And Foot-And-Mouth Disease.

Attach to all meat processing risks; butchers; animal slaughtering operations; packing plants; meat distributors; feed stores; feed, grain or hay stores; and farm and ranch stores.

Attach to the following types of risks if an unacceptable exposure is determined to exist:

- (a) Wholesale food distributors, and/or grocery distributors, retail meat stores,
- (b) Retail meat stores;
- (c) Health food stores;
- (d) Restaurants, delicatessens;
- (e) Caterers, concessionaires; and
- (f) Any other risk where an unacceptable exposure is determined to exist.

**22. Exclusion Endorsements**

- (a) Liability arising out of a specific project performed by or on behalf of the insured may be excluded by attaching Exclusion - Designated Work Endorsement **CL BP 01 25**.
- (b) Liability arising out of a specific ongoing operation maintained or operated by an insured may be excluded by attaching Exclusion - Designated Ongoing Operations Endorsement **CL BP 01 26**.

CONTINENTAL WESTERN INSURANCE COMPANY  
UNION INSURANCE COMPANY  
ACADIA INSURANCE COMPANY  
DIVISION NINE - MULTIPLE LINE - BUSINESSOWNERS SUBDIVISION  
COMPANY RULE EXCEPTIONS  
STATE OF ARKANSAS

**RULE 29. ENDORSEMENTS (cont'd)**

**C. Additional Insured Endorsements (Liability and Medical Expenses Coverage)**

**10. Additional Insured - Vendors - BP 04 47**

**c. Premium Determination**

	Union	CWIC	Acadia
The rate for each designated location and additional insured is	28	33	19

**11. Additional Insured - Designated Person or Organization - BP 04 48**

**c. Premium Determination**

	Union	CWIC	Acadia
The rate for each designated location & designated person or organization is	28	33	19

**13. Additional Insured - Owners, Lessees or Contractors**

**c. Premium Determination**

	Union	CWIC	Acadia
The rate for each designated location and additional insured is	17	20	12

**14. Additional Insured - Owners, Lessees or Contractors - With Additional Insured Requirement in Construction Contract**

**c. Premium Determination**

	Union	CWIC	Acadia
The rate for each designated location and additional insured is	395	464	269

The following is added to **Rule 29., Paragraph C.:**

**17. Additional Insured - Owners, Lessees Or Contractors - Company Endorsements**

**a. Additional Insured - Owners, Lessees or Contractors - Completed Operations**

Completed operations coverage for owners or lessees on policies covering contractors, or contractors on policies covering subcontractors, is available on a scheduled additional basis. Use **Additional Insured - Owners, Lessees or Contractors - Completed Operations**, as shown below:

**CL BP 20 10                      \$500 Flat Charge Per Additional Insured/Job**

Each additional insured (the work being done), the location and description of the completed operations must be shown in the Schedule of the endorsement.

**b. Additional Insured - Limited Completed Operations**

Completed operations coverage for owners or lessees on policies covering contractors, or contractors on policies covering subcontractors, is available on an automatic basis when required by written contract. Use **Additional Insured - Owners, Lessees, or Contractors - Limited Completed Operations Coverage - Automatic Status When Required in Construction Agreement With You** endorsement, as shown below:

**(1) CL BP 20 11 03 06            10% of the Products-Completed Operations Annual Premium, subject to a \$1,000 Minimum Annual Premium Charge**

Coverage provided by this endorsement for each additional insured will not extend beyond the period of time required by the written contract, or 2 years from the date of completion of the work for the additional insured, whichever is less, provided that both the BOP coverage and the additional insured endorsement remain continuously in effect with us for that period of time.

**(2) CL BP 20 12 03 06            15% of the Products-Completed Operations Annual Premium, subject to a \$1,200 Minimum Annual Premium Charge**

CONTINENTAL WESTERN INSURANCE COMPANY  
UNION INSURANCE COMPANY  
ACADIA INSURANCE COMPANY  
DIVISION NINE - MULTIPLE LINE - BUSINESSOWNERS SUBDIVISION  
COMPANY RULE EXCEPTIONS  
STATE OF ARKANSAS

**RULE 29. ENDORSEMENTS (cont'd)**

Coverage provided by this endorsement for each additional insured will not extend beyond the period of time required by the written contract, or 3 years from the date of completion of the work for the additional insured, whichever is less, provided that both the BOP coverage and the additional insured endorsement remain continuously in effect with us for that period of time.

- (3) **CL BP 20 13 03 06**      20% of the Products-Completed Operations Annual Premium, subject to a **\$1,500 Minimum Annual Premium Charge**

Coverage provided by this endorsement for each additional insured will not extend beyond the period of time required by the written contract, or 5 years from the date of completion of the work for the additional insured, whichever is less, provided that both the BOP coverage and the additional insured endorsement remain continuously in effect with us for that period of time.

Completed operations coverage for owners or lessees on policies covering contractractors, or contractors on policies covering subcontractors, is available on a scheduled additional insured basis. Use **Additional Insured - Owners, Lessees or Contractors - Limited Completed Completed Operations Coverage - Scheduled Person or Organization** endorsement as shown below:

- (4) **CL BP 20 14 03 06**      \$100 Flat Charge Per Additional Insured/Job

Each additional insured (the work being done), the location, description of completed operations and dates of the work must be shown in the Schedule of the endorsement. Coverage provided by this endorsement for each additional insured per separate job/project scheduled will not extend beyond the period of time required by the written contract (if a written contract is applicable to the job) or 2 years from the date of completion of the work for the additional insured, whichever is less, provided that both the BOP coverage and the additional insured endorsement remain continuously in effect with us for that period of time.

- (5) **CL BP 20 15 03 06**      \$200 Flat Charge Per Additional Insured/Job

Each additional insured (the work being done), the location, description of completed operations and dates of the work must be shown in the Schedule of the endorsement. Coverage provided by this endorsement for each additional insured per separate job/project scheduled will not extend beyond the period of time required by the written contract (if a written contract is applicable to the job) or 3 years from the date of completion of the work for the additional insured, whichever is less, provided that both the BOP coverage and the additional insured endorsement remain continuously in effect with us for that period of time.

- (6) **CL BP 20 16 03 06**      \$300 Flat Charge Per Additional Insured/Job

Each additional insured (the work being done), the location, description of completed operations and dates of the work must be shown in the Schedule of the endorsement. Coverage provided by this endorsement for each additional insured per separate job/project scheduled will not extend beyond the period of time required by the written contract (if a written contract is applicable to the job) or 5 years from the date of completion of the work for the additional insured, whichever is less, provided that both the BOP coverage and the additional insured endorsement remain continuously in effect with us for that period of time.

**D. Endorsements Applicable to Specific Classes**

**2. Motels**

**c. Premium Determination**

Optional Limits above \$ 250,000 are not available.

**3. Professional Liability Endorsements**

CONTINENTAL WESTERN INSURANCE COMPANY  
 UNION INSURANCE COMPANY  
 ACADIA INSURANCE COMPANY  
 DIVISION NINE - MULTIPLE LINE - BUSINESSOWNERS SUBDIVISION  
 COMPANY RULE EXCEPTIONS  
 STATE OF ARKANSAS

**RULE 29. ENDORSEMENTS (cont'd)**

a. Barbers and Beauticians Professional Liability

(3) Premium Determination

The following loss costs are per operator. Part-time operators are counted as 0.50.  
 For rating purposes, round to the nearest whole number.

Occurrence Limit in 000s	Union Rate Per Operator		CWIC Rate Per Operator		Acadia Rate Per Operator		Minimum Premium
	Barber	Beautician	Barber	Beautician	Barber	Beautician	
300/600	28	48	33	57	19	33	\$ 100
500/1,000	32	56	38	66	22	38	\$ 125
1,000/2,000	37	65	43	76	25	44	\$ 150

b. Funeral Directors Professional Coverage Liability

(3) Premium Determination

The rates are based on the number of funeral directors/morticians:

Occurrence Limit in 000s	Union Rate Per Director	CWIC Rate Per Director	Acadia Rate Per Director	Minimum Premium
300/600	81	95	55	\$ 100
500/1,000	92	109	63	\$ 125
1,000/2,000	107	126	73	\$ 150

c. Optical and Hearing Aid Establishments

(3) Premium Determination

The rates are per professional.

Occurrence Limit in 000s	Union Rate per Professional	CWIC Rate per Professional	Acadia Rate per Professional	Minimum Premium
300/600	73.31	86.25	50.00	100
500/1,000	87.98	103.50	60.00	120
1,000/2,000	102.64	120.75	70.00	140

e. Printer's Error and Omissions Liability

(3) Premium Determination

The rating basis is per \$ 1,000 of receipts.

Occurrence Limit in 000s	Union Rate per \$ 1,000 of Gross Annual Sales	CWIC Rate per \$ 1,000 of Gross Annual Sales	Acadia Rate per \$ 1,000 of Gross Annual Sales	Minimum Premium
300/600	0.15	0.17	0.10	\$ 25
500/1,000	0.18	0.21	0.12	\$ 50
1,000/2,000	0.19	0.22	0.13	\$ 75

CONTINENTAL WESTERN INSURANCE COMPANY  
 UNION INSURANCE COMPANY  
 ACADIA INSURANCE COMPANY  
 DIVISION NINE - MULTIPLE LINE - BUSINESSOWNERS SUBDIVISION  
 COMPANY RULE EXCEPTIONS  
 STATE OF ARKANSAS

**ADDITIONAL COMPANY RULES**

The endorsements in this rule may be combined with various Businessowners Forms and Rules to provide the level of coverage indicated. The endorsements are listed in numerical sequence under the line of insurance identification and category identification. The descriptions are for ease of identification. Refer to each endorsement to determine the extent and amount of coverage.

**A. Additional Coverages**

**1. Businessowners Enhancement Endorsement - CL BP 00 05**

- a. Eligibility - Any eligible occupancy under the Businessowner Program
- b. Coverage - Summary provided below. Refer to the form for details.

Coverage	CL BP 00 05 Enhancement
Accounts Receivable	\$ 25,000 on Premises/\$ 5,000 Off Premises
Arson Reward	\$5,000
Extended Business Income	Time Period increased from 30 to 60 days
Employee Dishonesty	\$10,000
Fire Department Service Charge	\$5,000
Fire Protection Equipment Recharge	\$10,000
Forgery & Alteration	\$5,000
Lost Key & Lock Replacement	\$ 2,500 any one occurrence
Money & Securities	\$ 10,000 On Prem/ \$ 5,000 Off Premises
Money Orders & Counterfeit Papers	\$5,000
Outdoor Property	\$ 5,000, \$ 500 any one tree, plant or shrub
Outdoor Signs	\$5,000
Personal Effects	\$ 5,000, broadened to include employees tools and theft
Personal Property Off Premises	\$ 15,000 Broadens language to include trade shows where insured operates booth or exhibit
Valuable Papers & Records	\$ 25,000 on Premises/\$ 5,000 Off Premises

c. Premium Determination

	Union Rate	CWIC Rate	Acadia Rate
1-5 Locations	226	265	154
Each Add'l Location	28	33	19

The premium charge for this endorsement is in addition to the policy writing minimum premium.

**CONTINENTAL WESTERN INSURANCE COMPANY  
UNION INSURANCE COMPANY  
ACADIA INSURANCE COMPANY  
DIVISION NINE - MULTIPLE LINE - BUSINESSOWNERS SUBDIVISION  
COMPANY RULE EXCEPTIONS  
STATE OF ARKANSAS**

**ADDITIONAL COMPANY RULES (cont'd)**

**2. Motel Enhancement Endorsement CL BP 00 02**

a. Eligibility - The Businessowners Enhancement Endorsement - CL BP 00 05 must be attached in order to qualify for this additional endorsement. This coverage form is available for eligible occupancies under the Motel/Hotel and Bed & Breakfast program.

b. Coverage

Coverage	CL BP 00 02 Enhancement
Credit Card Invoices	Covered for \$ 10,000 any one occurrence
Fine Arts	\$10,000 provided by the attachment of CL BP 00 06
Guest's Inconvenience	\$ 500 Per Guest Not to exceed \$ 2,500
Liability for Guest's Property, including Safety Deposit Box	\$ 1,000 Per Guest Not to exceed \$ 25,000
Lost Key and Lock Replacement	\$ 5,000 any one occurrence
Spoilage	\$ 15,000 provided by the attachment of BP 04 15
Utility Service - Direct Damage	\$ 10,000 provided by the attachment of BP 04 56

c. Premium Determination

	Union Rate	CWIC Rate	Acadia Rate
Initial Location	113	133	77
Each Add'l Location	56	66	39

The premium charge for this endorsement is in addition to the policy writing minimum premium.

**3. Sales and Service Enhancement Endorsement CL BP 00 04**

a. Eligibility - The Businessowners Enhancement Endorsment CL BP 00 05 must be attached in order to qualify for this additional endorsement. This form is available for eligible occupancies under the Retail, Wholesale and Service programs.

b. Coverage

Coverage	CL BP 00 04 Enhancement
Brands & Labels	\$ 10,000 per occurrence
Money & Securities	\$ 20,000 On Premises/\$ 10,000 Off Premises
Spoilage	\$ 15,000 provided by the attachment of BP 04 15
Utility Service - Direct Damage	\$ 10,000 provided by the attachment of BP 04 56
Valuable Papers	\$ 25,000 On Premises/\$ 10,000 Off Premises

c. Premium Determination

	Union Rate	CWIC Rate	Acadia Rate
Initial Location	56	66	39
Each Add'l Location	28	33	19

The premium charge for this endorsement is in addition to the policy writing minimum premium.

**4. Contractors Enhancement Endorsement CL BP 07 50**

a. Eligibility - This endorsement is applicable only to eligible risks under the Contractors Program.

b. Coverage

Coverage	CL BP 07 50 Enhancement
Contractors Installation Floater Coverage	\$ 25,000 Limit provided by attachment of BP 07 01
Contractors Tool & Equipment Coverage - Blanket Basis - (not exceeding \$ 2,000 any one item)	\$ 5,000 Limit provided by attachment of BP 07 01
Amendment - Aggregate Limits of Ins Extended Broad Form Property Damage	Provided by attachment of BP 07 02 \$ 5,000 Limit (\$500 Deductible)

CONTINENTAL WESTERN INSURANCE COMPANY  
UNION INSURANCE COMPANY  
ACADIA INSURANCE COMPANY  
DIVISION NINE - MULTIPLE LINE - BUSINESSOWNERS SUBDIVISION  
COMPANY RULE EXCEPTIONS  
STATE OF ARKANSAS

**ADDITIONAL COMPANY RULES (cont'd)**

c. Premium Determination

	Union	CWIC	Acadia
Rate Per Policy	338	398	231

The premium charge for this endorsement is in addition to the policy writing minimum premium.

**THE FOLLOWING FORMS ARE AVAILABLE TO ALL ELIGIBLE OCCUPANCIES.:**

**5. Fine Arts Coverage CL BP 00 06**

- a. Description of Coverage - Provides coverage for "Fine Arts" meaning property that is rare or has historic or artistic value, such as paintings, etchings, drawings, pictures, rare books, rugs, tapestries, antique furniture, art glass, stained glass, murals, decoratively painted walls and other bona fide works of art or rarity.

- b. Endorsement - Use Additional Coverage - Fine Arts Endorsement CL BP 00 06.

c. Premium Determination

	Union	CWIC	Acadia
Rate per \$ 100 of insurance for all limits in excess of any limit provided within the CL BP 00 02, up to total limits of \$ 50,000.	0.733	0.863	0.500

For higher limits, refer to the underwriter.

**6. Cameras and Related Equipment - Additional Coverage CL BP 00 08**

- a. Description of Coverage - This endorsement provides broadened coverage for cameras, projection machines, film and related equipment.

- b. Endorsement - Use Cameras & Related Equipment Endorsement CL BP 00 08.

c. Premium Determination

	Union	CWIC	Acadia
Rate per \$ 100 of insurance, up to total limits of \$ 50,000.	1.613	1.898	1.100

For higher limits, refer to the underwriter.

**7. Garagekeepers Legal Liability Coverage**

- a. Description of Coverage - This endorsement provides coverage for damage to automobiles in the care, custody, or control of the insured. The limit per occurrence/per location is subject to a \$250 collision deductible and \$ 100 per car/\$ 5,000 per occurrence comprehensive or specified peril deductibles.

- b. Endorsement - Use Garagekeepers Legal Liability Endorsement CL BP 04 07.

- c. Use the following table for rates by location, based on the coverage combination provided and the limit of insurance:

Limit	Union Insurance Company		Continental Western		Acadia Ins Co	
	Collision & Comprehensive	Collision & Specified Perils	Collision & Comprehensive	Collision & Specified Perils	Collision & Comprehensive	Collision & Specified Perils
\$7,500	148	166	174	195	101	113
\$15,000	249	280	293	329	170	191
\$30,000	431	481	507	566	294	328
\$60,000	716	799	842	940	488	545
\$90,000	978	1,092	1,151	1,285	667	745
\$120,000	1,211	1,352	1,425	1,590	826	922
\$150,000	1,434	1,600	1,687	1,882	978	1,091

**8. Additional Insured - Grantor of Franchise CL BP 20 07 - is added:**

- a. Description of Coverage - This endorsement provides coverage for additional insureds that have an interest as grantor of a franchise to the named insured.

CONTINENTAL WESTERN INSURANCE COMPANY  
UNION INSURANCE COMPANY  
ACADIA INSURANCE COMPANY  
DIVISION NINE - MULTIPLE LINE - BUSINESSOWNERS SUBDIVISION  
COMPANY RULE EXCEPTIONS  
STATE OF ARKANSAS

**ADDITIONAL COMPANY RULES (cont'd)**

b. Endorsement - Use Additional Insured - Grantor of Franchise Endorsement CL BP 20 07.

c. Premium Determination

	Union Range	CWIC Range	Acadia Range
Rate for each designated location and additional insured	25 - 100	29 - 118	19 - 77

Charge depends on number and extent of coverage provided to the additional insured.

**B. Exclusions**

**1. Tobacco Exclusion**

a. Description of Coverage - This endorsement amends Businessowners Liability Coverage by excluding all coverage for bodily injury, property damage, personal and advertising injury or reduction in value related to the actual, alleged, or threatened presence of, or exposure to "tobacco products", in any form, or to harmful substances emanating from "tobacco products". This form is mandatory for retailers and distributors of tobacco products and optional for all other occupancies.

b. Endorsement - Use Tobacco Exclusion **CL BP 01 10.**

c. Premium Determination - No rating consideration.

**2. Exclusion - Tanning Devices**

a. Description of Coverage - This endorsement amends Businessowners Liability Coverage by excluding all coverage for bodily injury, personal injury and advertising or property damage caused by or aggravated by exposure to a sun lamp, tanning booth or similar appliance or device. This form is mandatory for all beauty shop and nails salon occupancies and is optional for all other occupancies.

b. Endorsement - Use Tanning Devices CL BP 01 04.

c. Premium Determination - No rating consideration.

**3. Lead Exclusion**

a. Description of Coverage - This endorsement amends Businessowners Liability Coverage by excluding all coverage for bodily injury, property damage, personal and advertising injury or reduction in value related to the actual, alleged or threatened presence of, or exposure to "lead" in any form, or to harmful substances emanating from "lead". This form is mandatory for all occupancies.

b. Endorsement - Use Lead Exclusion Endorsement CL BP 01 05.

c. Premium Determination - No rating consideration.

**4. Businessowners Liability Exclusion - Asbestos**

a. Description of Coverage - This endorsement amends Businessowners Liability Coverage by excluding all coverage for bodily injury, property damage, personal and advertising injury or reduction in value related to the actual, alleged or threatened presence of, or exposure to "asbestos" in any form, or to harmful substances emanating from "asbestos". This form is mandatory for all occupancies.

b. Endorsement - Use Businessowner Liability Exclusion - Asbestos Exclusion CL BP 01 06

c. Premium Determination - No rating consideration.



**CONTINENTAL WESTERN INSURANCE COMPANY  
UNION INSURANCE COMPANY  
ACADIA INSURANCE COMPANY  
DIVISION NINE - MULTIPLE LINE - BUSINESSOWNERS SUBDIVISION  
COMPANY RULE EXCEPTIONS  
STATE OF ARKANSAS**

**ADDITIONAL COMPANY RULES (cont'd)**

**5. Exclusion - Exterior Insulation & Exterior Finish Systems CL BP 01 07**

- a. Description of Coverage - This endorsement amends Businessowners Liability Coverage by excluding all coverage for bodily injury, property damage, personal and advertising injury included in the products-completed operations hazard definition and arising directly or indirectly out of your work or your product. This form is mandatory for all eligible risks under the Contractor program.
- b. Endorsement - Use Exclusion - Exterior Insulation & Exterior Finish Systems Endorsement **CL BP 01 07**.
- c. Premium Determination - No rating consideration.

**6. Silica or Silica Related Dust Exclusion CL BP 01 12**

- a. Description of Coverage - This endorsement amends Businessowners Liability Coverage by excluding all coverage for bodily injury, property damage, personal and advertising injury caused directly or indirectly, in whole or in part, by silica or silica based products. This form is mandatory for all occupancies.
- b. Endorsement - Use Silica Exclusion CL BP 01 12
- c. Premium Determination - No rating consideration.

**7. Exclusion - Designated Operations Covered by a Consolidated Insurance Program CL BP 01 27**

- a. Description of Coverage - This endorsement excludes all coverages for any ongoing project or operation covered by a contractor's, owner's, or project manager's wrap-up insurance program. The description and/or location of the operation will be scheduled on the form.
- b. Endorsement - Use Exclusion - Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program **CL BP 01 27**.
- c. Premium Determination - No rating consideration.
- d. Attach Policyholders Notice (Restriction of Coverage) **CL PN 21 00**.

CONTINENTAL WESTERN INSURANCE COMPANY  
 UNION INSURANCE COMPANY  
 ACADIA INSURANCE COMPANY  
 DIVISION NINE - MULTIPLE LINE - BUSINESSOWNERS SUBDIVISION  
 COMPANY RULE EXCEPTIONS  
 STATE OF ARKANSAS

ADDITIONAL COMPANY RULES (cont'd)

**C. Schedule Rating Plan**

1. Eligibility - This plan may be applied to a Businessowner Policy which develops a total annual premium of \$ 750 or more after the application of this plan.
2. Rating Procedure - The following modifications may be applied to recognize such special characteristics of the risk as are not fully reflected in the premium or rates. The modifications contemplate the standard allowance for expenses. If the expenses are less than standard, such modification, if a credit, or if a debit, shall be decreased, by the amount or reduction in expenses.

The plan does not apply to minimum premiums, Boiler and Machinery and Professional Liability premiums. The maximum debit/credit shall not exceed +/- 40%.

3. Risk Characteristics

	Credits	Range of Modification to	Debits
a. Management - Cooperation in matters of safeguarding and proper handling of property covered.	15%	to	15%
b. Location - Accessibility and environment	8%	to	8%
c. Building Features - Age, condition and unusual structural features	10%	to	10%
d. Premises and Equipment - Care, condition and type	10%	to	10%
e. Employees - Selection, training, supervision and experience	5%	to	5%
f. Protection - Not otherwise recognized.	5%	to	5%
g. Persistency - Reduction in costs associated with renewal retention	10%	to	10%
h. Financial Stability	5%	to	5%

SERFF Tracking Number: UNON-125434987 State: Arkansas  
First Filing Company: Acadia Insurance Company, ... State Tracking Number: #10031505 \$50  
Company Tracking Number: 08-BP-FM-03  
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners  
Liability  
Product Name: 2008 BOP Forms  
Project Name/Number: 05-08 AR BOP ISO Form Filing /

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty

**Review Status:** Approved 02/13/2008

**Comments:**

**Attachment:**  
05-08 BOP Filing Trans.pdf

# Property & Casualty Transmittal Document (Revised 1/1/04)

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>
	a. Date the filing is received:
	b. Analyst:
	c. Disposition:
	d. Date of disposition of the filing:
	e. Effective date of filing:
	f. State Filing #:
	g. SERFF Filing #:

<b>3. Group Name</b>	<b>Group NAIC #</b>		
W. R. Berkley Corp.	0098		
<b>4. Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>
Continental Western Insurance Company	IA	10804	42-0594770
Union Insurance Company	IA	25844	47-0547953
Acadia Insurance Company	NH	31325	01-0471706

<b>5. Company Tracking Number</b>	08-BP-FM-03
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

<b>6. Name and address</b>	<b>Title</b>	<b>Telephone #s</b>	<b>FAX #</b>	<b>e-mail</b>
Tamara C. Manuel Irving, TX 75015-2180	Filings Analyst	800-444-0049, ext. 2843	972-719-2348	tmanuel@usic.com
<b>7. Signature of authorized filer</b>		<i>Tamara C. Manuel</i>		
<b>8. Please print name of authorized filer</b>		Tamara C. Manuel		

**Filing information** (see General Instructions for descriptions of these fields)

<b>9. Type of Insurance (TOI)</b>	05.0
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	05.0002
<b>11. State Specific Product code(s)(if applicable)[See State Specific Requirements]</b>	
<b>12. Company Program Title (Marketing title)</b>	Businessowners
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input checked="" type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
<b>14. Effective Date(s) Requested</b>	New: 5/1/2008      Renewal: 5/1/2008
<b>15. Reference Filing?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>16. Reference Organization (if applicable)</b>	ISO
<b>17. Reference Organization # &amp; Title</b>	BP-2004-OFR04, BP-2004-RRU04 & BP-2004-RLC04
<b>18. Company's Date of Filing</b>	1/28/2008
<b>19. Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

**Property & Casualty Transmittal Document—**

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	<b>08-BP-FM-03</b>
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<b>21.</b>	<b>Filing Description</b> [This area should be similar to the body of a cover letter and is free-form text]
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For all business, the Companies propose to adopt forms in ISO reference document number BP-2004-OFR04 with an effective date of May 1, 2008

The Companies also propose to adopt the following company endorsement for all policies effective May 1, 2008 for new and renewal business.

CL PN 21 21 12 07	2006 Businessowners Multistate Forms Revision Advisory Notice To Policyholders
CL BP 01 32 12 07	Fungi, Wet Rot, Dry Rot & Bacteria Exclusion (Property)
CL BP 00 05 12 07	Businessowners Enhancement Endorsements
CL BP 01 12 12 07	Silica or Silica-Related Dust Exclusion
CL BP 00 02 01 08	Motels Enhancements Endorsement
BP CD 01 12 07	Businessowners Policy Declarations
IL 12 01 11 85	Policy Changes

Form CL BP 01 32 12 07 Fungi, Wet Rot, Dry Rot and Bacteria Exclusion (Property) replaces form CL BP 01 08 10 02 Fungi or Bacteria Exclusion. Formatting of the form had to be altered significantly to track with the 2006 Revision of BP 00 03; therefore, a new number was assigned to the exclusion endorsement. There is no change in coverage intent. IL 12 01 is a new form and is identical to the one ISO has filed for other lines. The remaining three endorsements and the declarations page have been revised to conform to new/revised language, and there is no change in coverage or intent.

We are also enclosing a copy of our revised company manual (exception pages). We are proposing to adopt rule BP-2004-RRU04 and Loss Cost BP-2004-RLC04 with an effective date of May 1, 2008.

As we are filing via SERFF, our check for \$50.00 for the filing fees will be mailed shortly.

Should you have any questions or wish to discuss this matter further, please call me at (800) 444-0049, extension 2843. My fax number is (972) 719-2348, or you may email me at tmanuel@usic.com.

<b>22.</b>	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<p><b>Check #:</b> As we are filing via SERFF, our check for the filing fees will be mailed shortly.  <b>Amount: \$50.00</b></p> <p>(\$50.00 per filing)</p> <p><b>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</b></p>	

\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)